

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| <i>SERFF Tracking Number:</i> | <i>ARGN-125588225</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

Filing at a Glance

Company: Colony Specialty Insurance Company

Product Name: A&E Professional Liability

SERFF Tr Num: ARGN-125588225 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Co Tr Num: CSIC-PL-AE-AR-F-2008

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Maggie Welk, Donna Pyle, Disposition Date: 08/08/2008
Ellen Canestrano

Date Submitted: 06/18/2008

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: CYPRESS A&E

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments: PENDING IN OH

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/08/2008

State Status Changed: 06/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Architects & Engineers Professional Liability Insurance Program is a new product offering for Colony Specialty Insurance Company. The program will provide architects and engineers professional liability on a claims-made basis. This program is designed to provide coverage for a variety of risks from sole proprietors to larger firms. The policy form is intended to focus on specific coverages needed by the typical architect and engineer meeting the risk criteria profile. We have highlighted below the following features of the coverage provided:

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
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| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

- A broad definition of covered professional services
- Joint venture coverage
- Contractual liability coverage
- Innocent insured protection in the event of fraud

We also offer to our insureds the following optional coverages:

- Options for Defense Outside Limit coverage
- First Dollar Defense deductibles that apply to loss only, not claim expenses
- An excess limit of liability for a specific project
- Extended claims reporting period

SEE COMPANION FORMS FILING #CSIC-PL-AE-AR-R-2008

Company and Contact

Filing Contact Information

| | |
|-----------------------------------------|--------------------------|
| Ellen Canestrano, Regulatory Compliance | ecanestano@colonyins.com |
| 8720 Stony Point Parkway | (804) 560-4547 [Phone] |
| Richmond, VA 23235 | (804) 327-3173[FAX] |

Filing Company Information

| | | |
|------------------------------------|----------------------------|---------------------------------|
| Colony Specialty Insurance Company | CoCode: 36927 | State of Domicile: Ohio |
| P.O. Box 85122 | Group Code: 36927 | Company Type: Insurance Company |
| Richmond, VA 23235 | Group Name: Argonaut Group | State ID Number: |
| (804) 560-2000 ext. [Phone] | FEIN Number: 34-1266871 | |

Filing Fees

| | |
|------------------|-----------------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | \$50 per filing |

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| <i>SERFF Tracking Number:</i> | <i>ARGN-125588225</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |
| Per Company: | No | | |

SERFF Tracking Number: *ARGN-125588225* *State:* *Arkansas*
Filing Company: *Colony Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CSIC-PL-AE-AR-F-2008*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*
Product Name: *A&E Professional Liability*
Project Name/Number: *CYPRESS A&E/*

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|------------------------------------|---------|----------------|---------------|
| Colony Specialty Insurance Company | \$50.00 | 06/18/2008 | 20963754 |

| | | | |
|--------------------------|-----------------------------------------|------------------------|---------------------------------------------------|
| SERFF Tracking Number: | ARGN-125588225 | State: | Arkansas |
| Filing Company: | Colony Specialty Insurance Company | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | CSIC-PL-AE-AR-F-2008 | | |
| TOI: | 17.1 Other Liability - Claims Made Only | Sub-TOI: | 17.1019 Professional Errors & Omissions Liability |
| Product Name: | A&E Professional Liability | | |
| Project Name/Number: | CYPRESS A&E/ | | |

Correspondence Summary

Dispositions

| Status | Created By | | | Created On | Date Submitted | |
|----------------------------------------|---------------|------------|----------------|------------------|----------------|----------------|
| Approved | Edith Roberts | | | 08/08/2008 | 08/08/2008 | |
| Objection Letters and Response Letters | | | | | | |
| Objection Letters | | | | Response Letters | | |
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Edith Roberts | 07/17/2008 | 07/17/2008 | Ellen Canestrano | 07/18/2008 | 07/18/2008 |
| Pending Industry Response | Edith Roberts | 06/23/2008 | 06/23/2008 | Ellen Canestrano | 06/24/2008 | 06/24/2008 |

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
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| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

Disposition

Disposition Date: 08/08/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--------------------------------------------------------|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Form | CONTRACTUAL LIABILITY ENDORSEMENT | Approved | Yes |
| Form | CONSTRUCTION SERVICES ENDORSEMENT | Approved | Yes |
| Form | ADDITIONAL INSURED ENDORSEMENT | Approved | Yes |
| Form | AUTOMATIC RENEWAL ENDORSEMENT 2 YEAR | Approved | Yes |
| Form | AUTOMATIC RENEWAL ENDORSEMENT 3 YEAR | Approved | Yes |
| Form | CHANGE ENDORSEMENT | Approved | Yes |
| Form | DEFENSE COST ENDORSEMENT | Approved | Yes |
| Form | FIRST DOLLAR DEFENSE ENDORSEMENT | Approved | Yes |
| Form | ASBESTOS EXCLUSION | Approved | Yes |
| Form | EXPENSE SHARING ENDORSEMENT | Approved | Yes |
| Form | EXCEPTION TO THE RETROACTIVE DATE ENDORSEMENT | Approved | Yes |
| Form | FORMAL MEDIATION ENDORSEMENT | Approved | Yes |
| Form | LIMITED INSURED ENDORSEMENT | Approved | Yes |
| Form | OWNERSHIP INTEREST EXCLUSION | Approved | Yes |
| Form | SPECIFIC ENTITY EXCLUSION | Approved | Yes |
| Form | SPECIFIC PROJECT EXCESS LIMIT OF LIABILITY ENDORSEMENT | Approved | Yes |
| Form | SPECIFIC SERVICES EXCLUSION | Approved | Yes |
| Form | SUPPLEMENTARY CLAIM EXPENSES ENDORSEMENT | Approved | Yes |
| Form | 30 DAY NOTICE OF CANCELLATION ENDORSEMENT | Approved | Yes |
| Form | 45 DAY NOTICE OF CANCELLATION ENDORSEMENT | Approved | Yes |
| Form | DEATH OR DISABILITY EXTENDED | Approved | Yes |

| | | | |
|---------------------------------|-----------------------------------------|-------------------------------|---------------------------------------------------|
| <i>SERFF Tracking Number:</i> | ARGN-125588225 | <i>State:</i> | Arkansas |
| <i>Filing Company:</i> | Colony Specialty Insurance Company | <i>State Tracking Number:</i> | EFT \$50 |
| <i>Company Tracking Number:</i> | CSIC-PL-AE-AR-F-2008 | | |
| <i>TOI:</i> | 17.1 Other Liability - Claims Made Only | <i>Sub-TOI:</i> | 17.1019 Professional Errors & Omissions Liability |
| <i>Product Name:</i> | A&E Professional Liability | | |
| <i>Project Name/Number:</i> | CYPRESS A&E/ | | |

CLAIMS REPORTING PERIOD
ENDORSEMENT

| | | | |
|-------------|----------------------------------------------------------------------------------------------------------------|----------|-----|
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS | Approved | Yes |
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS | Approved | Yes |
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY | Approved | Yes |
| Form | CSIC POLICY JACKET | Approved | Yes |
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS | Approved | Yes |
| Form | SPECIFIC PROJECT EXCLUSION | Approved | Yes |
| Form | ARCHITECTS & ENGINEERS DECLARATIONS | Approved | Yes |
| Form | APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS) | Approved | Yes |
| Form | RENEWAL APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS) | Approved | Yes |
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CLAIM / CIRCUMSTANCE INFORMATION SHEET | Approved | Yes |
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CONSTRUCTION MANAGEMENT INFORMATION SHEET | Approved | Yes |
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY | Approved | Yes |

| | | | |
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| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
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| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

INSURANCE DESIGN/BUILD
INFORMATION SHEET

| | | | |
|------------------------------|----------------------------------------------------------------------------------------------------|----------|-----|
| Form | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE JOINT VENTURE INFORMATION SHEET | Approved | Yes |
| Form | AR extended reporting period | Approved | Yes |
| Form | AR CNR | Approved | Yes |
| Form | AR Consent Form | Approved | Yes |
| Form | Important Info for Arkansas policyholders | Approved | Yes |
| Form <i>(revised)</i> | AR Amendatory Endorsement | Approved | Yes |
| Form | AR Amendatory Endorsement | Approved | Yes |

SERFF Tracking Number: ARGN-125588225 State: Arkansas
Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CSIC-PL-AE-AR-F-2008
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: A&E Professional Liability
Project Name/Number: CYPRESS A&E/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/17/2008
Submitted Date 07/17/2008
Respond By Date
Dear Ellen Canestrano,

This will acknowledge receipt of the captioned filing.

With reference to the AR Amendatory Endorsement INAEAR - 0708, you must give a sixty day mandatory, free of charge basic extended reporting period. I do not see a reference to this.

Also, with reference to 2, A, B and C, you may only withhold the supplemental extended reporting period only for fraud. Arkansas does not allow that the insurer withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium, or if deductibles, retentions or excess payments over the limit of liability reimbursements are owed. Also, if payment is received to purchase the optional extended reporting period, that payment must be applied to place the optional extended reporting period coverage into effect, rather than first applied to any monies owed on the terminating policy.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/18/2008
Submitted Date 07/18/2008

Dear Edith Roberts,

Comments:

Response 1

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

Comments: revised amandatory endorsement attached

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

| Form Name | Form Number | Edition Date | Form Type | Action | Action Specific Data | Readability Score | Attach Document |
|---------------------------|-------------|--------------|----------------------------------|--------|----------------------|-------------------|-----------------------------------------------------|
| AR Amendatory Endorsement | INAEAR-0708 | 07/08 | Endorsement/Amendment/Conditions | New | | | INAEAR-0708 Arkansas Amendatory Endorsement _2_.pdf |

Previous Version

| | | | | | | | |
|---------------------------|-------------|-------|----------------------------------|-----|--|--|-------------------------------------------------|
| AR Amendatory Endorsement | INAEAR-0708 | 07/08 | Endorsement/Amendment/Conditions | New | | | INAEAR-0708 Arkansas Amendatory Endorsement.pdf |
|---------------------------|-------------|-------|----------------------------------|-----|--|--|-------------------------------------------------|

No Rate/Rule Schedule items changed.

Sincerely,
Donna Pyle, Ellen Canestrano, Maggie Welk

SERFF Tracking Number: ARGN-125588225 State: Arkansas
Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CSIC-PL-AE-AR-F-2008
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: A&E Professional Liability
Project Name/Number: CYPRESS A&E/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/23/2008
Submitted Date 06/23/2008
Respond By Date

Dear Ellen Canestrano,

This will acknowledge receipt of the captioned filing.

All filings are pubic information. We cannot accept this filing marked confidential. Please amend.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/24/2008
Submitted Date 06/24/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Ms. Roberts,

In response to your request to amend the confidentiality of this filing, we hereby request that you change the status of this submission to Public Access, as we are unable to do so from our end. We do realize that all filing information in your state is public information and we apologize for the unintended error in marking this submission confidential.

Thank you.
Ellen Canestrano

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| <i>SERFF Tracking Number:</i> | <i>ARGN-125588225</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Donna Pyle, Ellen Canestrano, Maggie Welk

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|--------------------------------------|--------------|--------------|----------------------------------|----------------------|-------------|----------------------------------------------|
| Approved | CONTRACTUAL LIABILITY ENDORSEMENT | INAE100-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE100-0708 Contractual Liability Endt.pdf |
| Approved | CONSTRUCTION SERVICES ENDORSEMENT | INAE101-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE101-0708 Construction Services Endt.pdf |
| Approved | ADDITIONAL INSURED ENDORSEMENT | INAE102-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE102-0708 Addl Insd Endt.pdf |
| Approved | AUTOMATIC RENEWAL ENDORSEMENT 2 YEAR | INAE103-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE103-0708 Automatic Renewal Endt 2 yr.pdf |
| Approved | AUTOMATIC RENEWAL ENDORSEMENT 3 YEAR | INAE104-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE104-0708 Automatic Renewal Endt 3yr.pdf |
| Approved | CHANGE ENDORSEMENT | INAE105-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE105-0708 Change Endorsement.pdf |
| Approved | DEFENSE COST ENDORSEMENT | INAE106-0708 | 07/08 | Endorsement/Amendment/Conditions | | 0.00 | INAE106-0708 Defense |

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

| | | | | ons | | Cost |
|----------|-----------------------------------------------------------|------------------|-------|------------------------------------------------|------|------------------------------------------------------------------------|
| | | | | | | Endorsemen t.pdf |
| Approved | FIRST DOLLAR DEFENSE ENDORSEMENT | INAE107- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE107- 0708 First Dollar Defense Endorsemen t.pdf |
| Approved | ASBESTOS EXCLUSION | INAE108- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE108- 0708 Asbestos Exclusion.pd f |
| Approved | EXPENSE SHARING ENDORSEMENT | INAE109- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE109- 0708 Expense Sharing Endorsemen t.pdf |
| Approved | EXCEPTION TO THE RETROACTIVE DATE ENDORSEMENT | INAE110- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE110- 0708 Exception to the retroactive date end.pdf |
| Approved | FORMAL MEDIATION ENDORSEMENT | INAE112- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE112- 0708 Formal Mediation Endt.pdf |
| Approved | LIMITED INSURED ENDORSEMENT | INAE113- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE113- 0708 Limited Insured endt.pdf |
| Approved | OWNERSHIP INTEREST EXCLUSION | INAE114- 0708 | 07/08 | Endorseme New nt/Amendm ent/Condi | 0.00 | INAE114- 0708 Ownership |

SERFF Tracking Number: ARGN-125588225 State: Arkansas
Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CSIC-PL-AE-AR-F-2008
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: A&E Professional Liability
Project Name/Number: CYPRESS A&E/

| | | | | | |
|----------|--------------------------------------------------------------------|------------------------|------------------------------------------------|------|--------------------------------------------------------------------------------|
| | | | ons | | interest exclusion.pdf |
| Approved | SPECIFIC ENTITY EXCLUSION | INAE115- 07/08 0708 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE115- 0708 Specific Entity Exclusion.pd f |
| Approved | SPECIFIC PROJECT EXCESS LIMIT OF LIABILITY ENDORSEMENT | INAE116- 07/08 0708 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE116- 0708 Specific Project Excess Endt.pdf |
| Approved | SPECIFIC SERVICES EXCLUSION | INAE117- 07/08 0708 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE117- 0708 Specific Services Exclusion.pd f |
| Approved | SUPPLEMENTA RY CLAIM EXPENSES ENDORSEMENT | INAE118- 07/08 0708 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE118- 0708 Supplement ary Claim Expenses Endorsement.p df |
| Approved | 30 DAY NOTICE OF CANCELLATION ENDORSEMENT | INAE119- 07/08 0708 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE119- 0708 30 Day notice of cancellation Endt.pdf |
| Approved | 45 DAY NOTICE OF CANCELLATION ENDORSEMENT | INAE120- 07/08 0708 | Endorseme New nt/Amendm ent/Condi ons | 0.00 | INAE120- 0708 45 Day notice of cancellation endt.pdf |

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

| | | | | | |
|----------|----------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------|------|--------------------------------------------------------------------|
| Approved | DEATH OR DISABILITY EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT | INAE121- 07/08 0708 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | INAE121- 0708 Death or Disability Ext Rptg Pd Endt.pdf |
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS | INAEDEC 07/08 1-0708 | Declaration New s/Schedule | 0.00 | INAEDEC1- 0708 DECLARATI ONS.pdf |
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS | INAEDEC 07/08 3-0708 | Declaration New s/Schedule | 0.00 | INAEDEC3- 0708 DECLARATI ONS.pdf |
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY | INAE0001 07/08 -0708 | Policy/CoveNew rage Form | 0.00 | INAE0001- 0708 AE PL Policy.pdf |
| Approved | CSIC POLICY JACKET | PJCG- 04/08 0408 | Other New | 0.00 | CSIC policy jacket [colony group] PJCG- |

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

| | | | | | |
|----------|-----------------------------------------------------------------------------------------------|----------------------|--------------------------------------|------|---------------------------------------------------------|
| | | | | | 0408_FINAL.pdf |
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS | INAEDEC 07/08 4-0708 | Declaration News/Schedule | 0.00 | INAEDEC4-0708 DECLARATIONS.pdf |
| Approved | SPECIFIC PROJECT EXCLUSION | INAE123- 07/08 0708 | Endorsement/New Amendment/Conditions | 0.00 | INAE123-0708 Specific Project Exclusion.pdf |
| Approved | ARCHITECTS & ENGINEERS DECLARATIONS | INAEDEC2- 07/08 0708 | Declaration News/Schedule | 0.00 | INAEDEC2-0708 DECLARATIONS.pdf |
| Approved | APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS) | INAE AP07-08 07/08 | Application/New Binder/Endorsement | 0.00 | INAE AP-0708 Architects & Engineers App _4_.pdf |
| Approved | RENEWAL APPLICATION FOR ARCHITECTS AND ENGINEERS | INAE RAP-0708 07/08 | Application/New Binder/Endorsement | 0.00 | INAE RAP-0708 Architects & Engineers Renewal App __.pdf |

SERFF Tracking Number: ARGN-125588225 State: Arkansas

Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-AE-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability

Project Name/Number: CYPRESS A&E/

PROFESSIONAL
LIABILITY
INSURANCE
(CLAIMS-MADE
BASIS)

| | | | | | | |
|----------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------|-------------------------------------------|------|-----------------------------------------------------------------------|
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CLAIM / CIRCUMSTANC E INFORMATION SHEET | INAE SAP1- 0708 | 07/08 | Application/ New Binder/Enro llment | 0.00 | INAE SAP1- 0708 Claim Circumstanc e Info Sheet _3_.pdf |
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CONSTRUCTIO N MANAGEMENT INFORMATION SHEET | INAE SAP2- 0708 | 07/08 | Application/ New Binder/Enro llment | 0.00 | INAE SAP2- 0708 Construction Management Info Sheet.pdf |
| Approved | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE DESIGN/BUILD INFORMATION SHEET | INAE SAP3- 0708 | 07/08 | Application/ New Binder/Enro llment | 0.00 | INAE SAP3- 0708 Design Build Info Sheet.pdf |
| Approved | ARCHITECTS AND | INAE SAP4- | 07/08 | Application/ New Binder/Enro | 0.00 | INAE SAP4 Joint |

SERFF Tracking Number: ARGN-125588225 State: Arkansas
 Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CSIC-PL-AE-AR-F-2008
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: A&E Professional Liability
 Project Name/Number: CYPRESS A&E/

| | | | | | |
|------------------------------------------------------------------|-------------------------------------------|---------------|-------|----------------------------------|--------------------------------------------------------|
| ENGINEERS 0708 Ilment | | | | | Venture Info Sheet _4_.pdf |
| PROFESSIONAL LIABILITY INSURANCE JOINT VENTURE INFORMATION SHEET | | | | | |
| Approved | AR extended reporting period | INAEAR A-0708 | 07/08 | Endorsement/Amendment/Conditions | INAEAR A-0708 AR Ext Rptg Pd endt.pdf |
| Approved | AR CNR | INAR-0708 | 07/08 | Cancellation/NonRenewal Notice | INAR-0708 Cancellation Provisions.pdf |
| Approved | AR Consent Form | INARa-0708 | 07/08 | Other New | INARa-0708 Arkansas Consent Form.pdf |
| Approved | Important Info for Arkansas policyholders | INARb-0708 | 07/08 | Disclosure/ Notice | INARb-0708 Important Information for Arkansas Poli.pdf |
| Approved | AR Amendatory Endorsement | INAEAR-0708 | 07/08 | Endorsement/Amendment/Conditions | INAEAR-0708 Arkansas Amendatory Endorsement _2_.pdf |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS, G. is deleted in its entirety and replaced with the following:

- G.** This Policy does not apply to the liability of others assumed by the Insured under any contract or agreement, except to the extent that such liability arises to another solely as a result of vicarious or imputed liability from the Insured's negligent act, error or omission in the performance of "professional services".

This Policy does apply to the liability of others assumed by the Insured under any contract or agreement for "professional services" to the extent that such liability arises solely from the insured's negligent act, error or omission in the performance of "professional services".

With the exception of the above, we will not cover the Insured for liability of others assumed under any contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

A. **SECTION II. EXCLUSIONS, H.** is deleted in its entirety and replaced with the following:

H. any faulty workmanship, construction or work not in accordance with the design of the project or the construction documents (including but not limited to the drawings and specifications) if such work is performed by:

1. the Insured;
2. a subcontractor of the Insured; or
3. any enterprise that any Insured controls, manages, operates or holds ownership in or by any enterprise that controls, manages, operates or holds ownership in you at the time "professional services" are performed.

B. **SECTION II. EXCLUSIONS** is amended and the following is added:

This Policy does not apply to any "claim":

based upon or arising out of:

1. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;
2. the advising or requiring of, or failure to advise or require of or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labor connected with any project;
3. cost overruns or the exceeding of any budget or other cost limitation. This exclusion shall not apply to any "claim" arising out of a "wrongful act" in the preparation of drawings or specifications or "construction management" services;
4. failure to complete any construction in a timely manner or within a prescribed period of time. This exclusion shall not apply to any "claim" arising out of a "wrongful act" in the preparation of drawings or specifications or "construction management" services;
5. the insolvency or bankruptcy of the Insured and/or contractor, subcontractor or supplier of the Insured;
6. the preparation of or failure to prepare any safety precautions or procedures in connection with any project;
7. the preparation of or failure to prepare quantity surveys.

C. **SECTION IV. DEFINITIONS** is amended and the following is added:

"Construction management" means the providing of construction expertise in the form of recommendations to the owner and design professional(s) during the planning and design phases; and/or the scheduling of construction and overall coordination of the separate prime contractors during the construction phase.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

The Declarations is amended to include the following Additional Insureds:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC RENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

A. SECTION I. INSURING AGREEMENTS is amended and the following is added:

Automatic Renewal Policy Period Provision

1. In consideration of payment of the premium shown below it is agreed that at the end of the “policy period” shown in the Declarations, if this Policy is then in effect, it will be automatically renewed by us for the Automatic Renewal Policy Period shown in **3.**, below.

The Automatic Renewal Policy Period will constitute a new “policy period”. Except as provided otherwise by this endorsement, at the Automatic Renewal Policy Period all policy terms and conditions, including but not limited to **SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE**, are reinstated in their entirety.

- 2. Special Conditions**
 - a.** You may elect not to renew this Policy on the expiration date of the “policy period” by providing written notice to us prior to the effective date of the Automatic Renewal Policy Period.
 - b.** Conditions precedent to the Automatic Renewal Policy Period:
 - (1)** You must have paid in full all deductibles owed to us; and
 - (2)** There has been no change in the law (including verifiable insurance regulations) and no insurance regulatory action has been taken which prevents us from automatically renewing this Policy at the same terms and conditions as expiring.

- ### 3. Automatic Renewal Policy Period:

Policy Period: From: To:
12:01 a.m. Standard Time at the Address of the Insured

Premium: \$

Premium Payment due on:

The premium shown on this endorsement does not include premium adjustments that may occur during the "policy period" as a result of the addition or deletion of coverage.

- B. For the purposes of this endorsement, **SECTION IV. DEFINITIONS, H.** “Policy period” is deleted in its entirety and replaced with the following:
- H.** “Policy period” means the period of time specified in the Declarations and the period of time specified as the Automatic Renewal Policy Period shown in A., **3.** above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC RENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

A. **SECTION I. INSURING AGREEMENTS** is amended and the following is added:

Automatic Renewal Policy Period Provision

1. In consideration of payment of the premium shown below it is agreed that at the end of the "policy period" shown in the Declarations, if this Policy is then in effect, it will be automatically renewed by us for the First Automatic Renewal Policy Period shown in **4. a.**, below; and
2. At the end of the First Automatic Renewal Policy Period, if this Policy is then in effect, it again will be automatically renewed by us for the Second Automatic Renewal Policy Period shown in **4. b.**, below.

Each Automatic Renewal Policy Period will constitute a new "policy period". Except as provided otherwise by this endorsement, at each Automatic Renewal Policy Period, all policy terms and conditions, including but not limited to **SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE**, are reinstated in their entirety.

3. Special Conditions
 - a. You may elect not to renew this Policy on the expiration date of the "policy period" by providing written notice to us prior to the effective date of the Automatic Renewal Policy Period.
 - b. Conditions precedent to the Automatic Renewal Policy Period:
 - (1) You must have paid in full all deductibles owed to us; and
 - (2) There has been no change in the law (including verifiable insurance regulations) and no insurance regulatory action has been taken which prevents us from automatically renewing this Policy at the same terms and conditions as expiring.

4. Automatic Renewal Policy Period:

a. First Automatic Renewal Policy Period

Policy Period: From: To:
 12:01 a.m. Standard Time at the Address of the Insured
Premium: \$
Premium Payment due on:

b. Second Automatic Renewal Policy Period

Policy Period: From: To:
 12:01 a.m. Standard Time at the Address of the Insured
Premium: \$
Premium Payment due on:

The premium shown on this endorsement does not include premium adjustments that may occur during the "policy period" as a result of the addition or deletion of coverage.

- B. For the purposes of this endorsement, **SECTION IV. DEFINITIONS, H.** "Policy period" is deleted in its entirety and replaced with the following:
- H.** "Policy period" means the period of time specified in the Declarations and the period of time specified as First Automatic Renewal Policy Period and Second Automatic Renewal Policy Period shown in A., **4.** above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

An "X" placed in a box below indicates a change has been made.

1. ☐ The "Named Insured" shown in the Declarations is amended to:
2. ☐ The address of Named Insured shown in the Declarations page is amended to:
3. ☐ The "Policy Period" in the Declarations is amended to:
From _____ To _____
4. ☐ The Limit of Liability in the Declarations is amended to:
\$ _____ Each Claim \$ _____ Aggregate
5. ☐ The Deductible in the Declarations is amended to:
\$ _____ Each Claim \$ _____ Aggregate
6. ☐ The Premium in the Declarations is amended to \$ _____
7. ☐ The Endorsements attached are added to/deleted from the policy:
8. ☐ The following "Professional services" are added to/deleted from the policy:
9. ☐ The following Additional Insureds are added to/deleted from the policy:
10. ☐ Other:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

| | | | |
|-------------------------------------------|------------------------|-------------------------------|------------|
| Named Insured | | Policy Number | |
| Endorsement Number | Policy Expiration Date | Effective Date of Endorsement | |
| Additional or Premium \$ _____ x _____ | | Short Rate _____ AP | |
| Return _____ | | Pro Rate _____ RP | |
| Typing Date | State | Agent Number | Agent Name |

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COST ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

- A. **SECTION I. INSURING AGREEMENTS, C. Defense Provision** is deleted in its entirety and replaced with the following:

C. Defense Provision

We have the right and the duty to defend the Insured against any covered “claim”, even if such “claim” is groundless, false or fraudulent. We will designate or, at our option, approve counsel to defend the “claim”.

“Claim expenses” will be paid by us and such payments will reduce the available Limits of Liability for Claim Expenses — Each Claim and the Limits of Liability for Claim Expenses — Aggregate. Our right and duty to defend or continue to defend any “claim” end when the applicable limit of liability for either “damages” or “claim expenses” has been exhausted. We have the right to withdraw from the defense of any “claim” immediately upon the total depletion of the applicable limit of liability for either “damages” or “claim expenses” by tendering control of such defense to the Insured. The Insured agrees to accept such tender as a condition of this Policy.

If the applicable limit of liability for “claim expenses” is exhausted prior to the conclusion of any “claim”, we reserve the right to designate counsel at our expense to associate with the Insured in the continued defense of such “claim”.

We have no duty to defend any “claim” not covered by this Policy.

- B. **SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted in its entirety and replaced with the following:

A. Limits of Liability

1. The applicable limit of liability shown in the Declarations is the maximum that we will pay regardless of the number of:
 - a. Insureds;
 - b. Individuals or entities that make a “claim”; or
 - c. “Claims” made.

2. Limit of Liability for Damages – Each Claim

The limit of liability shall apply in excess of the deductible shown in the Declarations. Our liability for “damages” for each covered “claim” first made during the “policy period” and reported no later than 60 days after the “policy period” shall not exceed the amount stated in the Declarations for Limit of Liability for Damages – Each Claim. This limit is the maximum amount we will pay for “damages” for each covered “claim”. The payment of “damages” will not reduce the available limit for “claim expenses”.

3. Limit of Liability for Damages – Aggregate

Subject to the Limit of Liability for Damages – Each Claim, our liability for “damages” for all “claims” shall not exceed the amount stated in the Declarations as the Limit of Liability for Damages – Aggregate. This limit is the maximum amount of “damages” that we will pay for all “claims” made during the “policy period” and reported no later than 60 days after the “policy period” or, if applicable, during an extended claims reporting period or both combined.

4. Limit of Liability for Claim Expenses – Each Claim

The limit of liability shall apply in excess of the deductible shown in the Declarations. Our liability for “claim expenses” for each covered “claim” first made during the “policy period” and reported no later than 60 days after the “policy period” shall not exceed the amount stated in the Declarations for Limit of Liability for Claim Expenses – Each Claim. This limit is the maximum amount of “claim expenses” we will pay for each covered “claim”. The payment of “claim expenses” will not reduce the available limit for “damages”.

5. Limit of Liability for Claim Expenses – Aggregate

Subject to the Limit of Liability for Claim Expenses – Each Claim provision above, our liability for “claim expenses” for all “claims” shall not exceed the amount stated in the Declarations as Limit of Liability for Claim Expenses – Aggregate. This limit is the maximum amount of “claim expenses” we will pay for all “claims” made during the “policy period” and reported no later than 60 days after the “policy period” or, if applicable, during an extended claims reporting period or both combined.

Two or more covered “claims” arising out of a single “wrongful act”, or any series of related “wrongful acts”, will be considered a single “claim”. The single “claim” will be subject to the Limit of Liability for Damages – Each Claim and the Limit of Liability for Claim Expenses – Each Claim in effect at the time such “claim” was first made against the Insured. Only one deductible will apply to such single “claim”. If the first of such “claims” is made prior to the effective date of this Policy, no coverage shall apply to any subsequent “claims” made during this “policy period” which are based upon the same or related “wrongful acts”.

B. Deductible

The Each Claim Deductible stated in the Declarations applies to each “claim” and shall be paid by you to us within 30 days of written demand and will be billed as incurred by us. The deductible shall be first applied to all “claim expenses” and then any remainder will be applied to “damages”.

In the event that a “claim” covered by this Policy is fully and finally resolved through the process of voluntary “formal mediation”, the Each Claim Deductible will be reduced by 50 percent.

The total of your liability for all deductible payments during the “policy period” will not exceed the Deductible – Aggregate stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST DOLLAR DEFENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE, B. Deductible is deleted in its entirety and replaced with the following:

B. DEDUCTIBLE

The Each Claim Deductible stated in the Declarations applies to each "claim" and shall be paid by you to us within 30 days of written demand and will be billed as incurred by us. The deductible shall apply to the payment of "damages" only.

In the event that a "claim" covered by this Policy is fully and finally resolved through the process of voluntary "formal mediation", the Each Claim deductible will be reduced by 50 percent.

The total of your liability for all deductible payments during the "policy period" will not exceed the Aggregate Deductible stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS is amended and the following is added:

This Policy does not apply to:

any "claim" based upon or arising out of:

1. the specification, installation, or removal of any product, material or process containing asbestos;
2. the manufacturing, handling, distribution, transportation, storage, disposal or use of asbestos or any material or product containing asbestos; or
3. any "bodily injury" caused in whole or part by exposure to asbestos or any product, material, or process containing asbestos.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPENSE SHARING ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE, B. Deductible is deleted in its entirety and replaced with the following:

B. Deductible

The Each Claim deductible stated in the Declarations applies to each "claim" and shall be paid by you to us within 30 days of written demand and will be billed as incurred by us. The deductible shall be first applied to all "claim expenses" and then any remainder will be applied to "damages".

The Insured shall pay 25 percent of all "claim expenses" until the Insured's portion of "claim expenses" paid exhausts the deductible amount stated in the Declarations. If the deductible is not exhausted as described above, any balance will be applied to the payment of "damages".

In the event that a "claim" is fully and finally resolved through the process of voluntary "formal mediation", the Each Claim deductible will be reduced by 50 percent.

The total of your liability for all deductible payments during the "policy period" will not exceed the Deductible – Aggregate stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCEPTION TO THE RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION I. INSURING AGREEMENTS, B. Claims-Made Provision is amended and the following is added:

The “retroactive date” specified in the Declarations does not apply to the project(s) specified below:

Project(s):

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORMAL MEDIATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE, B. Deductible is deleted in its entirety and replaced with the following:

B. Deductible

The Each Claim Deductible stated in the Declarations applies to each "claim" and shall be paid by you to us within 30 days of written demand and will be billed as incurred by us. The deductible shall be first applied to all "claim expenses" and then any remainder will be applied to "damages".

In the event that a "claim" covered by this policy is fully and finally resolved through the process of voluntary "formal mediation", the Each Claim Deductible shown in the Declarations will be reduced by \$_____.

The total of your liability for all deductible payments during the "policy period" will not exceed the Deductible – Aggregate stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

The person or organization shown below is included as an Insured under this Policy but only with respect to "professional services" performed by the Named Insured, for or on your behalf.

| |
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| |

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

| | | | |
|-------------------------------------------|------------------------|-------------------------------|------------|
| Named Insured | | Policy Number | |
| Endorsement Number | Policy Expiration Date | Effective Date of Endorsement | |
| Additional or Premium \$ _____ x _____ | | Short Rate _____ | AP |
| Return _____ | | Pro Rate _____ | RP |
| Typing Date | State | Agent Number | Agent Name |

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNERSHIP INTEREST EXCLUSION

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS, D. is deleted in its entirety and replaced with the following:

This Policy does not apply to:

- D.** any "claim" made against any Insured by an entity:
 - 1. which is operated, managed or controlled by any Insured;
 - 2. in which the Insured has a collective ownership interest in excess of ____%;
 - 3. in which any Insured is an officer or director; or
 - 4. which wholly or partly owns, operates or manages any Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ENTITY EXCLUSION

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS is amended and the following is added:

This policy does not apply to any "claim":

arising out of or resulting from the rendering or failure to render any "professional services" for, by or on behalf of _____.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC PROJECT EXCESS LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

| | |
|------------------------------------------|----|
| Specific Named Project(s) | |
| Specific Project Excess-Limit Each Claim | \$ |
| Specific Project Excess-Limit Aggregate | \$ |

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE is amended and the following is added:

Specific Project Excess Limit of Liability

The Specific Project Excess Limit of Liability only applies:

1. to "claims" first made against the Insured during the "policy period" and reported to us no later than 60 days after the end of the "policy period" arising out of the Specific Named Project(s) shown above; and
2. in the event that the Limit Of Liability – Each Claim or Limit Of Liability – Aggregate stated in the Declarations has been exhausted by the payment of "claim expenses", "damages" or both combined for "claims" arising out of the Specific Named Project(s) or any other covered "claim".

The Specific Project Excess Limits are the total limits available for all project(s) shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

| | | | |
|--------------------|------------------------|-------------------------------|------------|
| Named Insured | | Policy Number | |
| Endorsement Number | Policy Expiration Date | Effective Date of Endorsement | |
| Additional | | Short Rate | |
| or | Premium \$ | x | = |
| Return | | Pro Rate | |
| Typing Date | State | Agent Number | Agent Name |

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

This Policy does not apply to any "claim" based upon or arising out of any service(s) shown below.

Excluded Service(s):

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY CLAIM EXPENSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE is amended and the following is added:

Supplementary Limit for Claim Expenses

Supplementary Limit for Claim Expenses: \$_____

The Supplementary Limit for Claim Expenses shown above is in addition to the available Limit of Liability. This limit is in excess of the deductible shown in the Declarations and is the maximum amount of supplementary "claim expenses" we will pay for all covered "claims" made during the "policy period" and reported no later than 60 days after the "policy period" or, if applicable, during an extended claims reporting period.

Payment for "claim expenses" for all "claims" made during the "policy period" will first apply against the Supplementary Limit for Claim Expenses shown above. Such payment under this endorsement will not reduce our Limit of Liability. Upon exhaustion of the Supplementary Limit for Claim Expenses, any continuing payments for "claim expenses" will be applied against the available Limit of Liability, with the remainder, if any, being the amount available to pay as "damages".

Our right and duty to defend any claim or pay "claim expenses" end when the applicable Limit of Liability has been used up in the payment of "damages" or "claim expenses" or both combined.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRTY DAY NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION VII. CONDITIONS, J. Cancellation is amended and the following is added:

J. Cancellation

If this Policy is canceled by the Company, written notice of cancellation will be sent at least 30 days before the effective date of the cancellation to the person or organization at the address shown below. However, if the Company cancels because the "Named Insured" has not paid the premium when due, written notice of cancellation will be provided 10 days before the cancellation is to be effective.

The mailing of any notice of cancellation will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORTY-FIVE DAY NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

SECTION VII. CONDITIONS, J. Cancellation is amended and the following is added:

J. Cancellation

If this Policy is canceled by the Company, written notice of cancellation will be sent at least 45 days before the effective date of the cancellation to the person or organization at the address shown below. However, if the Company cancels because the "Named Insured" has not paid the premium when due, written notice of cancellation will be provided 10 days before the cancellation is to be effective.

The mailing of any notice of cancellation will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEATH OR DISABILITY EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

A Death or Disability Extended Claims Reporting Period Endorsement is provided, as described in **SECTION VI. EXTENDED CLAIMS REPORTING PERIODS, B. Death or Disability Extended Claims Reporting Period.**

In the event of death other than by suicide, or "total and permanent disability" of an Insured, this policy shall be extended to "claims" made against the individual Insured designated below and otherwise covered by this policy:

1. Which arise out of "wrongful acts" taking place on or after the "retroactive date" stated in the Declarations and prior to the death or disability of the designated Insured; and
2. Which are first made against the Insured designated below and reported to us in writing during this extended claims reporting period.

This extended claims reporting period shall terminate when the designated Insured's executor or administrator is discharged or when the designated Insured's "total and permanent disability" ends; however, in no event shall the Death or Disability Extended Claims Reporting Period be longer than seven years from the date of the death or "total and permanent disability". In the event of "total and permanent disability", the designated Insured agrees to submit to medical examination(s) by any physician(s) selected by us, if requested.

A "claim" first made during the extended claims reporting period provided by this endorsement shall be deemed to have been made on the last day of the "policy period".

This Extended Claims Reporting Period Endorsement does not otherwise change policy provisions.

The insurance offered by this endorsement is provided only in the event that no other insurance, including deductible provisions, provides coverage for any "claim" or would provide coverage for any "claim" except for the exhaustion of its limits.

This endorsement takes effect at the expiration of the policy listed below.

DESIGNATED INDIVIDUAL INSURED: _____

DATE OF DEATH OR DISABILITY: _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

| | | | |
|-------------------------------------------|------------------------|-------------------------------|------------|
| Named Insured | | Policy Number | |
| Endorsement Number | Policy Expiration Date | Effective Date of Endorsement | |
| Additional or Premium \$ _____ x _____ | | Short Rate _____ AP | |
| Return _____ | | Pro Rate _____ RP | |
| Typing Date | State | Agent Number | Agent Name |

Authorized Representative

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY.
PLEASE READ YOUR POLICY CAREFULLY.

<Cmp Addr Line 1>
Cmp Addr Line 2>
<Cmp Addr Line 3>
<Cmp Addr Line 4>

Policy Number:

Agent Number:

Named Insured:

Address of Named Insured:

Policy Period: From: To:
(12:01 a.m. Standard Time at the Address of the Named Insured)

Retroactive Date:

Additional Insureds:

Limit of Liability for Damages
- Each Claim
- Aggregate

Limit of Liability for Claims Expenses
-Each Claim
-Aggregate

Deductible
- Each Claim
- Aggregate

Premium

Forms and Endorsements:

Authorized Representative

Dated _____

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. LIMITS AVAILABLE TO PAY
DAMAGES WILL BE REDUCED BY THE CLAIMS EXPENSES INCURRED.
PLEASE READ YOUR POLICY CAREFULLY.

<Cmp Addr Line 1>
<Cmp Addr Line 2>
<Cmp Addr Line 3>
<Cmp Addr Line 4>

Policy Number:

Agent Number:

Named Insured:

Address of Named Insured:

Policy Period: **From:** **To:**
(12:01 a.m. Standard Time at the Address of the Named Insured)

Retroactive Date:

Additional Insureds:

Limit of Liability
- Each Claim
- Aggregate

Deductible
- Each Claim
- Aggregate

Premium

Forms and Endorsements:

_____ **Dated** _____
Authorized Representative

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. VARIOUS PROVISIONS IN THIS POLICY
RESTRICT COVERAGE.

THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS TO YOUR COVERAGE.
PLEASE REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS ANY QUESTIONS YOU MAY
HAVE WITH YOUR AGENT.

This Policy does not become effective unless we issue a Declarations page to form a part hereof.

WHAT TO DO IN CASE OF A CLAIM OR A POTENTIAL CLAIM

In the event you directly or indirectly become involved in any situation which you believe may result in an
Architects and Engineers Professional Liability “claim”, you should immediately report the details to the
Company.

Note: Failure to make reports of “wrongful acts” and “claims” may jeopardize your insurance.

TABLE OF CONTENTS

| | Page |
|------------------------------------------------------|------|
| SECTION I. INSURING AGREEMENTS | 3 |
| Coverage Provision | 3 |
| Claims-Made Provision | 3 |
| Defense Provision | 3 |
| Settlement Provision | 4 |
| Territory | 4 |
| Supplemental Payments | 4 |
| SECTION II. EXCLUSIONS | 5 |
| SECTION III. WHO IS AN INSURED | 6 |
| SECTION IV. DEFINITIONS | 7 |
| SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE | 8 |
| Limits of Liability | 8 |
| Deductible | 9 |
| SECTION VI. EXTENDED CLAIMS REPORTING PERIODS | 9 |
| Optional Extended Claims Reporting Period | 9 |
| Death or Disability Extended Claims Reporting Period | 10 |
| SECTION VII. CONDITIONS | 10 |
| Insured's Duties in the Event of a Claim | 10 |
| Reporting Possible Claims | 10 |
| Innocent Insured Protection | 11 |
| Subrogation | 11 |
| Other Insurance | 11 |
| Premium | 11 |
| Liberalization Clause | 11 |
| Policy Changes | 11 |
| Assignment of the Insured's Interest | 11 |
| Cancellation | 11 |
| Bankruptcy | 12 |
| Application | 12 |
| Action Against Us | 12 |
| Waiver of Terms | 12 |

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY
PLEASE READ CAREFULLY

PROVISIONS

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

This Policy is written on a defense within limits basis. The limits of insurance available to pay judgments or settlements will be reduced by amounts incurred for "claim expenses" as defined in this Policy.

Throughout this Policy, the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV. DEFINITIONS**.

In consideration of payment of the premium and subject to the terms and conditions of this Policy, we agree with you to provide insurance as stated in this Policy.

SECTION I. INSURING AGREEMENTS

A. Coverage Provision

We will pay on behalf of the Insured "damages" that the Insured becomes legally obligated to pay because of "claims" made against the Insured for "wrongful acts" arising out of the performance of "professional services" for others.

B. Claims-Made Provision

This insurance applies to a "wrongful act" only if all of the following conditions are satisfied:

1. the "wrongful act" took place on or after the "retroactive date";
2. prior to the inception date of this Policy or the first such policy issued and continually renewed by us, no Insured had knowledge of such "wrongful act" and had no basis to reasonably anticipate a "claim" that would be made. For purposes of this provision, prior knowledge of a "wrongful act" includes, but is not limited to, any prior "claim" or possible "claim" or circumstance referenced in an Insured's "application";
3. the "claim" arising out of the "wrongful act" is first made against any Insured during the "policy period"; and
4. the "claim" is reported in writing to us no later than 60 days after the end of the "policy period" or, if applicable, during an extended claims reporting period.

C. Defense Provision

We have the right and the duty to defend the Insured against any covered "claim", even if such "claim" is groundless, false or fraudulent. We will designate or, at our option, approve counsel to defend the "claim".

"Claim expenses" will be paid by us, and such payments will reduce the available limit of liability. Our right and duty to defend or continue to defend any "claim" ends when the applicable limit of liability has been exhausted by payment of "damages" or "claim expenses" or both combined. Once the limit of liability is exhausted, we will tender control of the defense of any "claim" to the Insured. The Insured agrees to accept such tender as a condition of this Policy.

We have no duty to defend any "claim" not covered by this Policy.

D. Settlement Provision

We may investigate and solicit settlement offers for any “claim”. No offer to settle a “claim” will be accepted without your written consent.

If we recommend that you accept the judgment of the trial court, appellate court, any negotiated settlement or settlement offer, and you are not willing to accept such judgment or settlement, our liability for such “claim” shall not exceed the amount we would have paid for “damages” and “claim expenses” incurred up to the time we made the recommendation, providing such amount does not exceed the remainder of the applicable limit of liability. We shall thereafter be relieved of any additional liability under this Policy, including the duty to defend.

If you are unwilling to appeal a judgment of a trial court, we have the right to appeal such judgment, and we will bear all “claim expenses” subsequently incurred which result directly from the appeal. An increase in the judgment amount in such instance shall be borne by us and shall not be applied against the policy Limit of Liability – Aggregate.

E. Territory

The insurance provided by this Policy applies to “wrongful acts” which result in “damages” anywhere in the world, provided that with respect to any “claim” made against the Insured outside of the United States of America, its territories, possessions or Canada:

1. we shall have the right but not the duty to investigate, defend or settle any such “claim”;
2. if we elect not to investigate, defend or settle any such “claim” or suit, the Insured, under our supervision, shall arrange for such investigation and defense thereof as is reasonably necessary and, subject to our prior authorization, shall effect such settlement as we and the Insured deem expedient. Subject to the applicable limit of liability, we will reimburse the Insured for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the deductible amount stated in the Declarations. Such reimbursement shall be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered, the amount of the settlement is agreed upon or the date the expenditure is made; and
3. all such “claims” shall be reimbursed pursuant to all applicable terms of this Policy regardless of the law used in adjudicating the “claim”.

We are not an admitted or authorized insurer outside of United States of America, its territories or possessions, and we assume no responsibility for the furnishing of certificates or evidence of insurance or bonds in any country in which we are not admitted or authorized. We shall not be liable for any fine or penalty imposed upon the Insured for failing to insure with an admitted or authorized insurer nor for any other failure of the Insured to comply with an insurance law of a country, state, province, territory or possession in which we are not an admitted, authorized insurer.

F. Supplemental Payments

These supplemental payments will be paid in addition to the applicable limit of liability. The Each Claim Deductible amount stated in the Declarations is not applicable to the payments described below.

1. We will pay for loss of earnings for the Insured’s attendance, at our written request, at a trial, hearing, arbitration or mediation proceeding involving a covered “claim” against such Insured. The maximum amount we will pay for any one or series of trials, hearings, mediation or arbitration proceedings arising out of the same “claim” shall not exceed \$500 per individual Insured for each day, or a prorate thereof for part of a day. The most we will pay for all Insureds’ attendance at trials, hearings, arbitration or mediation proceedings for all “claims” reported during the “policy period” is \$10,000.
2. We will pay all interest on the entire amount of any judgment which accrues after the entry of the judgment and before we have paid or tendered or deposited in the Court that part of the judgment that does not exceed the policy limit.

3. We will pay “prejudgment interest” awarded against the Insured on that part of the judgment, award, verdict or settlement we pay. If we make a settlement offer to pay the available limit of liability, we will not pay the interest that accumulates after the date of the offer.

4. ADA, FHA and OSHA Legal Expense Reimbursement

We will reimburse you for legal fees and expenses up to \$25,000 per “policy period” in responding to each regulatory or administrative action brought directly against the Insured by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA) or the Occupational Safety and Health Act (OSHA) provided that the regulatory or administrative action:

- a. is first commenced during the “policy period”; and
- b. arises out of the performance of “professional services” rendered on or after the “retroactive date”.

After we have paid \$25,000 under this provision, any additional amounts we agree to pay will be treated as “claim expenses” and will be subject to the deductible for the “policy period” in which the action was first commenced.

We will not be responsible for the payment of any fines or penalties assessed.

5. In the event that the Insured receives a subpoena for documents or testimony related to the performance of “professional services”, the Insured will provide us a copy of the subpoena if legal advice in response to the subpoena is requested. If requested, we may retain legal counsel to advise the Insured regarding document production or to represent the Insured in giving sworn testimony. Expenses incurred in providing advice as to production of documents, review of testimony and representation on the date of deposition will be at our cost and not applicable to your deductible. A notice to us of such a subpoena shall be deemed to be notification of a potential “claim” under **SECTION VII. CONDITIONS, B. Reporting Possible Claims.**

6. Pre-Claims Assistance

Until the date a “claim” is made against the Insured, we may investigate, at our sole discretion, a possible “claim” reported to us by the Insured in accordance with **SECTION VII. CONDITIONS, B. Reporting Possible Claims.** We will pay for all expenses we incur as a result of our investigation. Expenses we incur will not reduce the Limit of Liability – Each Claim or Limit of Liability – Aggregate.

The Insured must not make any payment, admit any liability, investigate or settle any possible “claim” or assume any obligation without prior consent from us. We will not reimburse the Insured for any expenses or payments incurred without our prior approval.

SECTION II. EXCLUSIONS

This Policy does not apply to:

- A. any “claim” arising out of any dishonest, fraudulent, criminal or malicious act, error or omission committed by or at the direction of any Insured. We shall provide the Insured with a defense of such “claim” unless or until the dishonest, fraudulent, criminal or malicious act, error or omission has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Criminal proceedings are not covered under this Policy under any circumstance.
- B. any “claim” made by an Insured against any other Insured.
- C. any “claim” arising out of any actual or alleged:
 1. interviewing, hiring or refusal to hire;
 2. employment;
 3. termination of employment; or

4. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination of an applicant or a present or former employee of an Insured.
- D. any “claim” made against any Insured by an entity:
1. which is operated, managed or controlled by any Insured;
 2. in which the Insured has a collective ownership interest in excess of 50%;
 3. in which any Insured is an officer or director; or
 4. which wholly or partly owns, operates or manages any Insured.
- E. any obligation under any employer’s liability law, unemployment compensation law, workers’ compensation law, disability benefits law or similar laws.
- F. any “claim” based upon or arising out of express warranties or guarantees. However, this exclusion does not apply to any guarantee that the Insured’s “professional services” conform with the generally accepted standard of care applicable to that “professional service”.
- G. liability of others assumed by the Insured under any contract or agreement. This exclusion does not apply to liability for “damages” that the Insured would have in the absence of such contract or agreement.
- H. any “claim” arising out of the cost to repair or replace faulty workmanship performed by any Insured on any construction, erection, fabrication, installation, assembly, manufacture or remediation including any materials, parts or equipment furnished in connection therewith.
- I. any “claim” arising out of the sale or distribution of any goods or products which are sold or supplied by or on behalf of the Insured. This exclusion does not apply to software sold or supplied by the Insured to its client in connection with the Insured’s provision of “professional services” for that client.
- J. any “claim” arising out of “bodily injury” to any Insured.
- K. any “claim” arising out of nuclear projects, nuclear reaction, radiation or radioactive contamination or any consequence thereof, regardless of cause.
- L. any “claim” made in any country not maintaining active diplomatic relations with the United States of America at the time the “claim” is first made in writing.

SECTION III. WHO IS AN INSURED

- A. The “Named Insured” is an Insured.
- B. Each of the following is also an Insured:
1. any Additional Insured named in the Declarations;
 2. any past or present officer, director, partner, stockholder, member, manager, leased personnel under your direct supervision, or employee for “professional services” performed within the scope of his or her duties on behalf of you or any Additional Insured named in the Declarations;
 3. the heirs, executors, administrators and legal representatives of an Insured as defined in paragraphs **A.**, **B. 1.** and **B. 2.** above, in the event of an Insured’s death, incapacity or bankruptcy, but only for liability arising out of “professional services” performed by or on behalf of you or an Additional Insured named in the Declarations prior to such Insured’s death, incapacity or bankruptcy;
 4. all joint ventures entered into, but only for liability arising out of “professional services” performed by you or an Additional Insured named in the Declarations as a participant in a joint venture project;

5. a retired officer, director, partner, stockholder, member, manager or employee for “professional services” performed as a consultant for you or any Additional Insured named in the Declarations; and
6. any entity newly formed or acquired by you during the “policy period” in which you own more than 50% of the issued and outstanding voting stock, either directly or indirectly. However,
 - a. we will only provide coverage for “claims” arising out of “professional services” performed on or after the date of formation or acquisition; and
 - b. this coverage will expire 90 days after the formation or acquisition or the end of the “policy period”, whichever is earlier.

SECTION IV. DEFINITIONS

A. “Application” means:

1. any “application”, renewal “application”, or supplemental “application” published by us for your use in applying for this Policy, in our possession with an Insured’s legal, dated signature and any other written information furnished to us by you in applying for this Policy;
2. any other “application” or copy of an “application”, used by you to apply for this coverage, in our possession with an Insured’s legal dated signature and any other written information furnished to us by you in applying for this Policy; and
3. if this Policy is a renewal or replacement of any previous policy or policies issued by us, all “applications” provided to us by you for the purpose of applying for those policies.

B. “Bodily injury” means mental or emotional distress, “bodily injury”, sickness or disease, including death, sustained by a person.

C. “Claim” means a demand received by the Insured for money, “damages” or “professional services” alleging a “wrongful act” arising out of the performance of “professional services”.

D. “Claim expenses” means:

1. fees, costs and expenses charged by any attorney consented to or designated by us to defend the Insured against a “claim”;
2. all other fees, costs and expenses resulting from the investigation, discovery, adjustment, defense, settlement or appeal of a “claim” as authorized by us;
3. premiums for bonds required as a result of a covered “claim”, including bonds to release attachments, but only for bond amounts not exceeding the applicable limit of liability. However, we have no obligation to apply for or furnish any such bonds; and
4. all costs taxed against the Insured in any suit defended by us.

However, “claim expenses” do not include salaries of any of our employees.

E. “Damages” means any amount which an Insured becomes obligated to pay for any covered “claim”, including judgments, awards or settlements entered into with our prior knowledge and consent. But “damages” does not include:

1. sanctions, fines or penalties that are imposed or ordered by an administrative or governmental agency, local board and/or state licensing authority;
2. punitive damages, exemplary damages or treble damages unless coverage for such punitive damages is required under the applicable state law; or
3. payment for “professional services”, including the return, withdrawal or reduction of monies paid to the Insured.

F. “Formal mediation” means the nonbinding process by which a qualified mediator, mutually selected by the parties involved in the “claim” with our agreement, meets and intercedes with the parties in

order to reach a resolution. In order to be considered “formal mediation” under this Policy, the process must be of a kind set forth under the mediation rules of the American Arbitration Association. At our sole option, we may recognize any mediation process presented for approval. Litigation and arbitration are not considered to be part of the “formal mediation” process.

- G.** “Named Insured” means the entity or individual named in the Declarations.
- H.** “Policy period” means the period of time specified in the Declarations.
- I.** “Prejudgment interest” means interest added to a verdict, award or judgment by the court, whether or not made part of the verdict, award or judgment.
- J.** “Professional services” means those services that the Insured is legally qualified to perform for others in the Insured’s capacity as an architect, engineer, land surveyor, landscape architect, construction manager, scientist, technical consultant, interior designer, land planner, golf course designer or as otherwise defined by endorsement to this Policy.
- K.** “Retroactive date” is the date, if any, specified as such in the Declarations and other dates, if any, that are specified as such for the Insured by endorsement to this Policy.
- L.** “Total and permanent disability” means that an Insured is wholly prevented from performing “professional services” for a continuous period of 90 days or more and such disability is expected to be ongoing and permanent.

“Total and permanent disability” shall not include any condition which results from:
 - 1. intentionally self-inflicted injuries;
 - 2. attempted suicide; or
 - 3. the abuse or misuse of addictive chemical compounds or alcohol.
- M.** “Wrongful act” means any actual or alleged negligent act, error or omission.

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability

- 1. The applicable limit of liability shown in the Declarations is the maximum we will pay regardless of the number of:
 - a. Insureds;
 - b. individuals or entities that make a “claim”; or
 - c. “claims” made
- 2. Limit of Liability – Each Claim

The Limit of Liability – Each Claim shall apply in excess of the deductible shown in the Declarations. Our liability for each covered “claim” first made during the “policy period” or, if applicable, during an extended claims reporting period, shall not exceed the amount stated in the Declarations for Limit of Liability – Each Claim. This limit is the maximum amount of “damages” or “claim expenses” or both combined that we will pay for each covered “claim”.

Two or more covered “claims” arising out of a single “wrongful act”, or any series of related “wrongful acts”, will be considered a single “claim”. The single “claim” will be subject to the Limit of Liability – Each Claim in effect at the time such “claim” was first made against the Insured. Only one deductible will apply to such single “claim”. If the first of such “claims” is made prior to the effective date of this Policy, no coverage shall apply to any subsequent “claims” made during this “policy period” which are based upon the same or related “wrongful acts”.

- 3. Limit of Liability – Aggregate

Subject to the Limit of Liability – Each Claim provision above, our liability for all “claims” shall not exceed the amount stated in the Declarations as Limit of Liability – Aggregate. This limit is the

maximum amount of “damages” or “claim expenses” or both combined that we will pay for all “claims” made or deemed made during the “policy period” and, if applicable, during an extended claims reporting period.

B. Deductible

The Each Claim Deductible stated in the Declarations applies to each “claim” and shall be paid by you to us within 30 days of written demand and will be billed as incurred by us. The deductible shall be first applied to all “claim expenses” and then any remainder will be applied to “damages”.

In the event that a “claim” covered by this Policy is fully and finally resolved through the process of “formal mediation”, the Each Claim Deductible will be reduced by 50 percent.

The total of your liability for all deductible payments during the “policy period” will not exceed the Deductible – Aggregate stated in the Declarations.

SECTION VI. EXTENDED CLAIMS REPORTING PERIODS

A. Optional Extended Claims Reporting Period

If this Policy is canceled or nonrenewed, you may purchase an Extended Claims Reporting Period Endorsement. This endorsement to this Policy, when issued, extends the period of time during which the Insured may report “claims” to us.

1. The Extended Claims Reporting Period Endorsement applies to “claims”:
 - a. arising out of “wrongful acts” which first take place on or after the “retroactive date” and prior to the end of the “policy period”; and
 - b. which are first made against the Insured and reported to us in writing during this extended reporting period.

This extended claims reporting period does not otherwise change policy provisions.

2. The following conditions must be met before this option may be exercised:
 - a. this Policy was canceled or nonrenewed for reasons other than failure to comply with policy provisions, failure to cooperate with us or material misrepresentation of facts in the “application”;
 - b. if you are a sole proprietor, when you request to purchase this option your license or right to practice is not revoked, suspended or surrendered by, or at the request of any regulatory authority; and
 - c. we must receive written notice of your intent to purchase the option and the total additional premium due for the Extended Claims Reporting Period Endorsement no later than 60 days after the end of the “policy period”. The extended claims reporting period will not go into effect unless all premium and deductible amounts previously due and payable to us have been paid in full.

If any of the three conditions given above have not been met, you will not be able to purchase the Extended Claims Reporting Period Endorsement at a later date.

3. The term of this reporting period will be indicated in the Extended Claims Reporting Period Endorsement and will not be less than one year. The premium charged for this endorsement will be in accordance with the rules, rates and rating plans we have in effect at the inception of the current “policy period”.

The entire premium for the Extended Claims Reporting Period Endorsement will be fully earned when paid and in the event that you terminate this endorsement we will not return any portion of the premium.

4. If you are a sole proprietor at least 58 years old and, during this “policy period”, retire from the practice of providing “professional services” insured by this Policy and you have been insured by

an Architects and Engineers Professional Liability Insurance Policy issued by us for seven consecutive years immediately preceding your retirement, we will, subject to conditions **2. a.**, **2. b.** and **2. c.** above, issue an Extended Claims Reporting Period Endorsement without charge.

B. Death or Disability Extended Claims Reporting Period

If during the “policy period” any Insured dies from a cause other than suicide or becomes “totally and permanently disabled”, an extended claims reporting period is provided until the executor or administrator is discharged or until the disability ends. However, the Death or Disability Extended Claims Reporting Period will never be longer than seven years from the date of death or disability. No additional premium will be charged for this coverage, nor will any premium be refunded.

1. In the event of death, the Insured’s estate must, no later than 60 days after the end of this “policy period”, provide us with written notice that the extended claims reporting period is desired. This notice must include written proof of the date of death.
2. In the event of “total and permanent disability”, the Insured or the Insured’s legal guardian must, no later than 60 days after the end of this “policy period”, provide us with written notice that the extended claims reporting period is desired. This notice must include written proof of the “total and permanent disability”, including the date the disability began, certified by the attending physician. The Insured agrees to submit to medical examination(s) by any physician(s) designated by us, if requested.

This extended claims reporting period does not otherwise change policy provisions.

SECTION VII. CONDITIONS

A. Insured’s Duties in the Event of a Claim

In the event of a “claim”, the Insured must do the following:

1. When a “claim” is made, the Insured must give prompt written notice to us, but in no event later than 60 days after the end of the “policy period” or, if applicable, during an extended claims reporting period. Such written notice shall include every demand, notice, summons, or any other applicable information received by the Insured or the Insured’s representative;
2. The Insured must not make any payment, admit any liability, settle any “claim” or assume any obligation without prior consent from us;
3. If the Insured has the right to either accept or reject the arbitration of any “claim”, the Insured will exercise such right only with our written consent;
4. The Insured must cooperate with and provide all relevant information to us with respect to any “claim”. We may require that the Insured submit to examination or questioning, or attend hearings, depositions and trials. In the course of investigation or defense, we may require written statements or the Insured’s attendance at meetings with us. The Insured must assist us in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses, all without charge to us; and
5. The Insured must do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that may be available to the Insured.

B. Reporting Possible Claims

If during the “policy period” or any applicable extended “claims” reporting period, the Insured first becomes aware of a possible “claim” arising from a specific “wrongful act” in performing “professional services” for which coverage may be provided, such potential “claim” must be reported to us. The notice of the potential “claim” must be reported to us as soon as practicable during the “policy period” but no later than 60 days after the end of the “policy period” or, if applicable, during any extended claims reporting period. The notice of the potential “claim” must include the following:

1. the potential claimant’s name and address;

2. a description of the “professional services” provided or that are alleged should have been provided;
3. an explanation as to why the Insured believes the “claim” may be made and the date that the Insured first became aware of such possible “claim”; and
4. an explanation of the type of “claim” that is anticipated.

Any “claim” that may subsequently be made against the Insured arising out of that “wrongful act” will be deemed for the purposes of this insurance to have been made on the date we first received such notice.

C. Innocent Insured Protection

If coverage under this Policy would not apply because of **SECTION II. EXCLUSIONS, A.**, we will cover any Insured who did not commit, participate in, acquiesce in or fail to take appropriate action after having personal knowledge of such dishonest, fraudulent, criminal or malicious act, error or omission.

D. Subrogation

If the Insured has rights to recover all or part of any payment for “damages” or “claim expenses” which we made under this Policy, those rights are transferred to us to the extent that we have made payment on the Insured’s behalf. The Insured must do whatever is necessary to secure such rights and do nothing to impair them. Any amount recovered shall first be applied to reduce our loss or, if applicable, as directed by law.

We hereby waive subrogation rights against a client to the extent that the Insured had, prior to the “wrongful act” or circumstance, a written agreement to waive such rights against the client.

E. Other Insurance

This insurance will be excess over any other insurance, including but not limited to project specific insurance, which also provides coverage for any “claim”, including any deductible provisions. However, any insurance specifically arranged by you to apply in excess of this insurance shall not be deemed other insurance.

F. Premium

The first “Named Insured” shall pay us the premium stated in the Declarations.

G. Liberalization Clause

If during this “policy period” we implement revised non-optional terms for our Architects and Engineers Professional Liability Insurance Policy form which broaden coverage for no additional premium, the revised terms will also apply to this Policy. The new terms will be effective on the date that the appropriate regulatory authority grants approval of the revised terms. The revised terms will apply only to “claims” first made or potential “claims” that the Insured became aware of on or after the date regulatory approval is granted.

H. Policy Changes

The terms and conditions of this Policy cannot be waived or amended except by specific written endorsement issued by us and made a part of this Policy.

I. Assignment of the Insured’s Interest

Your interests under this Policy may not be assigned to any other person or organization without our written consent.

J. Cancellation

You may cancel this Policy by returning this Policy to us or by mailing written notice to us stating when thereafter such cancellation shall be effective. If you cancel, the refund will be 90% of the unearned premium.

We may cancel this Policy by sending written notice to you, at the address last known to us. We will provide written notice at least 60 days before cancellation is to be effective. However, you will only be entitled to 10 days notice if we cancel because the premium has not been paid when due. If we cancel, earned premium will be computed on a pro rata basis. The mailing of any notice of cancellation will be sufficient proof of notice.

Upon cancellation of this Policy, the end of this "policy period" will be changed to the effective date of cancellation. Unearned premium will be returned by us as soon as practicable, but return of unearned premium is not a condition of cancellation.

K. Bankruptcy

Bankruptcy or insolvency of any Insured or any Insured's estate shall not relieve us of our obligation under this Policy.

L. Application

The statements in the "application" are representations of the Insured and are deemed material to the underwriting and acceptance of coverage by us. This Policy is issued in reliance on the accuracy of such representations.

By acceptance of this Policy you agree that all of the information and statements provided to us by you are true, accurate and complete. This Policy has been issued in reliance upon the truth and accuracy of those representations.

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by us would have led to refusal by us to make this contract or provide coverage for a "claim" hereunder will be deemed material.

M. Action Against Us

No Insured or anyone else may bring any legal action against us concerning this Policy until:

1. there has been full compliance with all the terms and conditions of this Policy; and
2. the amount of "damages" has been determined by:
 - a. final judgment against the Insured after trial, if the time to appeal such judgment has expired without an appeal being taken, or if an appeal is taken, after the appeal has been determined; or
 - b. settlement of the "claim" in accordance with the terms and conditions of this Policy.

N. Waiver of Terms

In the event we do not insist on strict compliance with any of the terms, provisions or conditions of coverage under this Policy, or if we do not exercise our rights or privileges thereto, our actions shall neither operate nor be construed as a waiver of our right to enforce any term, provision or condition of coverage.



IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary as duly authorized representatives of the Company.

Dale Pilkington, President

Craig Comeaux, Secretary

Colony Insurance Company
Colony Specialty Insurance Company
Colony National Insurance Company
8720 Stony Point Parkway, Suite 300
Richmond, VA 23235

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ YOUR POLICY CAREFULLY.

<Cmp Addr Line 1>

<Cmp Addr Line 2>

<Cmp Addr Line 3>

<Cmp Addr Line 4>

Policy Number:

Agent Number:

Named Insured:

Address of Named Insured:

Policy Period: From: _____ To: _____
(12:01 a.m. Standard Time at the Address of the Named Insured)

Retroactive Date:

Additional Insureds:

Limit of Liability

- Each Claim
- Aggregate

Deductible

- Each Claim
- Aggregate

Premium:

Forms and Endorsements:

_____ Dated _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC PROJECT EXCLUSION

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

This Policy does not apply to any “claim” based on or directly or indirectly arising out of or resulting from the project shown below.

Excluded Project:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. CLAIM EXPENSES ARE INCLUDED
IN THE POLICY LIMIT AND DEDUCTIBLE. LIMITS AVAILABLE TO PAY
DAMAGES WILL BE REDUCED BY THE CLAIMS EXPENSES INCURRED.
PLEASE READ YOUR POLICY CAREFULLY.

<Cmp Addr Line 1>
<Cmp Addr Line 2>
<Cmp Addr Line 3>
<Cmp Addr Line 4>

Policy Number:

Agent Number

Named Insured:

Address of Named Insured:

Policy Period: **From:** **To:**
(12:01 a.m. Standard Time at the Address of the Named Insured)

Retroactive Date:

Additional Insureds:

Limit of Liability
- Each Claim
- Aggregate

Deductible
- Each Claim
- Aggregate

Premium

Forms and Endorsements:

Authorized Representative

Dated_____



APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS)

IMPORTANT NOTICE

THIS APPLICATION IS FOR A CLAIMS-MADE INSURANCE POLICY. CLAIM EXPENSES WILL REDUCE THE LIMIT OF LIABILITY. THE DEDUCTIBLE APPLIES TO BOTH DAMAGES AND CLAIM EXPENSES.

1. a. Name of Applicant/Firm: _____
 b. Principal Business Address: _____
 City: _____ County: _____ State: _____ ZIP Code: _____
 Business Phone: _____ Fax: _____ Internet address: _____
 c. **Please list all branch offices on a separate sheet and include a breakdown of the staff at each location.**
2. a. Applicant's practice is: ☐ Full-time (more than 30 hours/week) ☐ Part-time
 b. Date current firm was established: _____
 c. If the firm is less than two years old, attach a resume for the principal(s).
 d. If part-time, specify other employment: _____
3. List all pre-existing entities, including name changes, acquisitions and mergers, date of existence and nature of the change. Attach additional details if necessary. Firms that are accepted for coverage will be listed on the policy.

| Name of Predecessor Firm | Dates in Existence | Nature of Change |
|--------------------------|--------------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Total Staff (include branch offices): Indicate part-time by ½

| | Officers, partners, owners | Employees |
|----------------------|----------------------------|-----------|
| Licensed architects | _____ | _____ |
| Licensed engineers | _____ | _____ |
| Technical staff | _____ | _____ |
| Administrative staff | _____ | _____ |

5. List professional society memberships:

☐ AIA ☐ NSPE ☐ ACEC ☐ ASLA ☐ ASCE ☐ ASME
☐ ASID ☐ ASGCA ☐ Other (please specify): _____

6. What percentage of professional employees have participated in continuing education programs within the last two years? _____ %

7. a. Does the firm currently carry professional liability insurance? ☐ Yes ☐ No
 If "yes", provide details of insurance history below:

| Insurance Company | Policy Period | Limit of Liability | Deductible | Premium |
|-------------------|---------------|--------------------|------------|---------|
| | | | | |
| | | | | |
| | | | | |

b. Retroactive date on current policy: _____

8. Is the firm covered by any professional liability specific project policy? ☐ Yes ☐ No

If "yes", provide the name and address of project, name of insurance company and term of policy: _____

9. Does the firm carry general liability insurance?..... ☐ Yes ☐ No

10. Specify the services provided by the firm: (Note: Total must equal 100%)

| | | | |
|--------------------------|---------|---------------------------|---------|
| Architecture | _____ % | Civil Engineering | _____ % |
| Interior Design | _____ % | Land Surveying | _____ % |
| Landscape Architecture | _____ % | Traffic Engineering | _____ % |
| Golf Course Architecture | _____ % | Communication Engineering | _____ % |
| Electrical Engineering | _____ % | Environmental Engineering | _____ % |
| Mechanical Engineering | _____ % | Structural Engineering | _____ % |
| HVAC Engineering | _____ % | Process Engineering | _____ % |
| Other (specify): | _____ % | | |

11. If the firm's practice includes fees passed through to consultants for architectural, engineering or surveying services:

a. Specify the types of services provided by consultants: _____

b. Percentage of consultants that carry professional liability insurance: _____ %

c. Consultant's fees should be specified in question 12.d.

12. Specify annual revenues:

| | Second Past Fiscal Year | Last Complete Fiscal Year | Projection for Current Year |
|---------------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | From _____ (mo/yr) To _____ | From _____ (mo/yr) To _____ | From _____ (mo/yr) To _____ |
| a. Projects insured separately | \$ _____ | \$ _____ | \$ _____ |
| b. Joint Venture projects | \$ _____ | \$ _____ | \$ _____ |
| c. Fees from abandoned projects | \$ _____ | \$ _____ | \$ _____ |
| d. Fees passed through to consultants | \$ _____ | \$ _____ | \$ _____ |
| e. Direct Reimbursables | \$ _____ | \$ _____ | \$ _____ |
| f. All other professional services | \$ _____ | \$ _____ | \$ _____ |
| g. ANNUAL TOTAL REVENUES | \$ _____ | \$ _____ | \$ _____ |

13. Indicate the services provided by the firm: (Note: must total 100%):

| | |
|----------------------------------------------------------------------|---------|
| a. Feasibility studies..... | _____ % |
| b. Design only, no construction phase services..... | _____ % |
| c. Design with observation of construction..... | _____ % |
| d. Design with construction management services*..... | _____ % |
| e. Construction management without design*..... | _____ % |
| f. Complete responsibility for construction, including design**..... | _____ % |
| g. Other (specify):_____ | _____ % |

*Complete the Construction Management Information Sheet.

**Complete the Design/Build Information Sheet.

14. Indicate the types of projects undertaken (Note: must total 100%):

| | | | | | |
|-------------------------------|---------|---------------------------------|---------|----------------------------|---------|
| Airports | _____ % | Environmental Impact Statements | _____ % | Religious | _____ % |
| Apartments | _____ % | Highways/Roads | _____ % | Sewer/Water Lines | _____ % |
| Bridges less than 500 feet | _____ % | Hospitals | _____ % | Shopping Centers | _____ % |
| Bridges greater than 500 feet | _____ % | Hotels/Motels | _____ % | Site Development | _____ % |
| Condominiums | _____ % | Industrial | _____ % | Subdivisions/Tract Housing | _____ % |

| | | | | | |
|-------------------------|-------|-------------------------|-------|----------------------|-------|
| Convention Centers | ____% | Marine/Naval | ____% | Subsidized Housing | ____% |
| Correctional Facilities | ____% | Mass Transit Lines | ____% | Tunnels | ____% |
| Custom Homes | ____% | Municipal Water Systems | ____% | Warehouses | ____% |
| Dams | ____% | Office Buildings | ____% | Wastewater Treatment | ____% |
| Educational | ____% | Parking Garages | ____% | | |
| Other (specify): | _____ | | | | ____% |

15. Indicate the types of clients (Note: must total 100%):

| | | | |
|----------------------|-------|----------------------------|-------|
| Commercial | ____% | Institutional | ____% |
| Contractors | ____% | Lending Institutions | ____% |
| Design Professionals | ____% | Owners who act as builders | ____% |
| Developers | ____% | Other (specify): | ____% |
| Governmental | ____% | _____ | ____% |
| Industrial | ____% | | |

16. What percentage of annual billings comes from your largest single client? _____%

17. Has the firm participated in any of the following projects or services in the last 10 years?

| | | | |
|-----------------------------------------|----------------------------------------------------------|-------------------------------------|----------------------------------------------------------|
| Projects constructed outside the U.S.A. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Nuclear or Atomic | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Amusement Rides or Water Slides | <input type="checkbox"/> Yes <input type="checkbox"/> No | Refinery or Chemical | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Asbestos Testing or Abatement | <input type="checkbox"/> Yes <input type="checkbox"/> No | Phase I, II or III Site Assessments | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Hazardous or Toxic Waste | <input type="checkbox"/> Yes <input type="checkbox"/> No | Runways or Taxiways | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Laboratory Testing or Analysis | <input type="checkbox"/> Yes <input type="checkbox"/> No | Stadiums or Arenas | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Landfills | <input type="checkbox"/> Yes <input type="checkbox"/> No | Soils Engineering | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Machinery, Equipment or Product Design | <input type="checkbox"/> Yes <input type="checkbox"/> No | Superfund | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Mines | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

If "yes", please provide details of the project(s), including project named, location, client, billings, constructions values and completion date.

18. Does the firm or any enterprise financially related to the firm or its principals, partners, directors or officers engage in any of the following:

Construction, erection, fabrication or installation.....☐ Yes ☐ No

Manufacture, sale or distribution of any product or process.....☐ Yes ☐ No

Real estate development..... ☐ Yes ☐ No

If "yes", provide full details.

19. Has the firm ever provided any professional services on projects for which the firm or a related person or enterprise has acted as a general contractor by providing or subletting construction?.....☐ Yes ☐ No

If "yes", provide full details or complete the Design/Build Information Sheet.

20. a. Does the firm wholly or partly own, manage or control any other enterprise?.....☐ Yes ☐ No

If "yes", provide full details.

b. Is the firm wholly or partly owned, managed or controlled by any other enterprise?.....☐ Yes ☐ No

If "yes", provide full details.

21. Does the firm provide professional services for any client in which any member of the firm or their relatives own a financial interest or serves as an officer, director, trustee or partner?..... ☐ Yes ☐ No

If "yes", provide the name of the client, project, percentage of equity interest, nature of relationship, gross billings for the last year and type of services.

22. Has the firm participated in a Joint Venture in the last five years?.....☐ Yes ☐ No

If "yes", please attach a Joint Venture Information Sheet or statement providing full details for each joint venture project.

23. a. Does the firm use written contracts on every project?.....☐ Yes ☐ No

- b. If "no", please indicate the percentage of projects during the last 12 months that used verbal contracts: _____%
Describe circumstances under which verbal agreements are used: _____
- c. What percentage of professional services are rendered under AIA or EJCDC standard forms of agreement? _____%
- d. When non-standard contracts including "letter agreements" and modified AIA or EJCDC contracts are used, are they reviewed by the firm's legal counsel prior to signing?..... ☐ Yes ☐ No
24. a. Has the firm adopted a policy against suing for fees?..... ☐ Yes ☐ No
- b. Please indicate the number of suits filed for the collection of fees during the last two years: _____
25. Have any claims involving professional services been made against the firm or any predecessor firm in the last ten years?..... ☐ Yes ☐ No
- If "yes", complete a Claim/Circumstance Information Sheet or attach full details, including actions taken to prevent similar claims in the future.
26. Has the firm or any predecessor firm reported a potential claims to a professional liability insurer in the last five years? ☐ Yes ☐ No
- If "yes", complete a Claim/Circumstance Information Sheet or attach full details.
27. After inquiry, is any member of the firm or a predecessor firm aware of any circumstance that could possibly result in a professional liability claim being made against them? ☐ Yes ☐ No
- If "yes", complete a Claim/Circumstance Information Sheet or attach full details.
28. Has any member of the firm ever been the subject of a complaint to authorities or disciplinary action as a result of the professional activities? ☐ Yes ☐ No
- If "yes", please attach a statement providing full details.
29. Attach a list of the firm's five largest completed projects. Include the project name, client, location, services rendered, billings, construction values and completion date.
30. Attach a list of the firm's five largest current projects; including the details requested in question 29.
31. Please attach any literature, including government forms, brochures or descriptive information which is sent to new or prospective clients, that describes the firm's capabilities and practice.

WARNING

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME. IN SOME JURISDICTIONS, INSURANCE FRAUD MAY ALSO BE SUBJECT TO CRIMINAL AND/OR (NY: SUBSTANTIAL) CIVIL PENALTIES. IN MAINE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.

APPLICABLE IN ARKANSAS, LOUISIANA, NEW MEXICO & WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA & WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

BY SIGNING THIS APPLICATION I HEREBY AUTHORIZE THE INSURANCE COMPANY TO USE THE INFORMATION CONTAINED IN THIS APPLICATION AND IN THEIR FILES FOR THE PURPOSE OF UNDERWRITING THIS INSURANCE. THE UNDERSIGNED IS AUTHORIZED BY AND ACTING ON BEHALF OF THE FIRM AND REPRESENTS THAT ALL STATEMENTS ARE TRUE, COMPLETE AND ACCURATE AND THAT THERE HAS BEEN NO SUPPRESSION OR MISSTATEMENT OF FACT AND AGREES THAT THIS APPLICATION SHALL BE THE BASIS OF COVERAGE. THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION WILL BE PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

THE APPLICATION MUST BE SIGNED BY AN OWNER, PARTNER OR PRINCIPAL.

Signed _____ Date _____

(Please print name.)

Title _____

Licensed Insurance Agent _____

SIGNING THIS APPLICATION OR INCLUDING PREMIUM WITH ITS SUBMISSION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE.

Application must be signed and dated to be considered for quotation. A properly completed, signed and dated, original application will allow for prompt issuance of coverage should quotation be offered and accepted.



RENEWAL APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS)

| | | |
|-----------------------|------------------------------------------------------------------------------------------|--------------|
| Current Policy Number | Expiration Date | Producer No. |
| 1. Applicant | 2. Principal Address (Include county & list any secondary locations on a separate sheet) | |
| Phone () | Fax () | |

3. If the Applicant has changed the name of the firm, merged with or acquired another firm within the last 12 months, please provide full details including professional liability insurance history of merged or acquired firms.
☐ No Change Absence of details represents no change

| 4. Total Staff | Previous | Current |
|-------------------------------------------------------------------------------------------------------------|----------|---------|
| a. Principals, partners, owners | | |
| b. Full-time architects, engineers, surveyors, inspectors & other technical employees (excluding "a" above) | | |
| Part-time architects, engineers, surveyors, inspectors & other technical employees (excluding "a" above) | | |
| c. Full-time office staff (clerks, typists & other non-technical staff) | | |
| Part-time office staff (clerks, typists & other non-technical staff) | | |

5. As a percentage of the Applicant's net billings (total gross billings less billings for consultants) please indicate which of the following services are provided (Note: Total must equal 100%)
 If no change from previous application, check box and do not complete. ☐ No Change
 Absence of details represents no change.

| | Previous % | Current % |
|---------------------------|---------------|--------------|
| Architecture | | |
| Interior Design | | |
| Landscape Architecture | | |
| Civil Engineering | | |
| Land Surveying | | |
| Electrical Engineering | | |
| Mechanical Engineering | | |
| HVAC Engineering | | |
| Structural Engineering | | |
| Construction Management | | |
| Laboratory Testing | | |
| Energy Conservation | | |
| Environmental Engineering | | |
| Communication Engineering | | |
| Marine Engineering | | |

| | | |
|-------------------------------------------------|-----|-----|
| Traffic Engineering | | |
| Other (please specify)* | | |
| * Please attach a narrative detailing services. | 100 | 100 |

6. During the past twelve months has the applicant been covered by any professional liability specific project policy?
☐ Yes ☐ No If "Yes", attach details that specify the name and location of the project, insurance company and policy expiration date.
7. Within the last twelve months, has the Applicant provided services for projects resulting in construction outside the United States or Canada? ☐ Yes ☐ No If "Yes", please attach details including project name and location, client, gross billings, construction value and date of completion.

8. a) Revenues

| Specify annual revenues | Last Complete Fiscal Year From _____ (mo/yr) To _____ | Projection for Current Year From _____ (mo/yr) To _____ | |
|------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------|--|
| Projects insured separately | \$ | \$ | |
| Joint Venture projects | \$ | \$ | |
| Fees from abandoned projects | \$ | \$ | |
| Fees passed through to consultants | \$ | \$ | |
| Direct Reimbursables | \$ | \$ | |
| All other professional services | \$ | \$ | |
| ANNUAL TOTAL REVENUES | \$ | \$ | |

- b) Please specify, per the fiscal periods noted above, the Applicant's billings received from joint venture projects.

Immediate Past Fiscal Year

\$ _____

Projection for Current Fiscal Year

\$ _____

- c) Please specify the amount of income accrued by the Applicant that was paid to consultants for architectural, engineering or surveying services.

Immediate Past Fiscal Year

\$ _____

Projection for Current Fiscal Year

\$ _____

9. a) If the Applicant's practice includes any subletting or subcontracting of services to others, specify the type of services: _____

- b) What is the approximate percentage of your firm's total annual gross billings for the past accounting year that is attributable to consultants that maintain professional liability insurance _____ %

10. Within the past twelve months, has the Applicant or any enterprise financially related to the Applicant or the Applicant's principals, partners, directors or officers engaged in any of the following:

Construction, erection, fabrication or installation

☐ Yes ☐ No

Manufacture, sale or distribution of any good, product or process

☐ Yes ☐ No

Real Estate Development

☐ Yes ☐ No

If "Yes" to any of the above, please attach a statement providing full details.

11. Does the Applicant wholly or partly own, operate, manage, or control any other enterprise, or is the Applicant wholly or partly owned, operated, managed or controlled by any other enterprise? ☐ Yes ☐ No

If "Yes", provide details of the relationship on a separate sheet.

12. Within the past twelve months, has the Applicant performed any professional services for any client in which any member of the Applicant or their relatives own an equity or financial interest or serves as an officer, director, trustee or partner? ☐ Yes ☐ No If "Yes", attach details that include the name of the client, percentage of equity interest, the nature of the relationship, gross billings for the last fiscal year and the nature of the services performed.

13. Indicate the percentage relative to the type of projects undertaken by the Applicant.
(Note: Total must equal 100%)

| | | | |
|-------------------------|---------|-------------------------|---------|
| Airports | _____ % | Office Buildings | _____ % |
| Amusement Rides | _____ % | Parking Garage | _____ % |
| Apartments | _____ % | Pipelines (Oil & Gas) | _____ % |
| Bridges | _____ % | Religious | _____ % |
| Less than 500 feet | _____ % | Sewage Systems | _____ % |
| More than 500 feet | _____ % | Sewage Treatment | _____ % |
| Condominiums/Townhouses | _____ % | Shopping Centers | _____ % |
| Convention Centers | _____ % | Silos | _____ % |
| Custom Homes | _____ % | Site Development | _____ % |
| Dams | _____ % | Stadiums/Arenas | _____ % |
| Educational | _____ % | Subdivisions/Tract | _____ % |
| Health Care | _____ % | Developments | _____ % |
| Highways/Roads | _____ % | Subsidized Housing | _____ % |
| Hotels/Motels | _____ % | Superfund/Pollution | _____ % |
| Industrial/Process | _____ % | Tunnels | _____ % |
| Jails/Prisons | _____ % | Warehouses | _____ % |
| Landfills | _____ % | Water Systems | _____ % |
| Marine/Naval | _____ % | Other (please specify): | _____ % |
| Mass Transit | _____ % | | _____ % |

14. Specify percentages relative to the Applicant's total services. (Note: Total must equal 100%)

- | | |
|-----------------------------------------------------------------------------------------------------|-----------|
| a) Services not resulting in construction (including feasibility studies & abandoned projects) | _____ % |
| b) Design only, with no construction phase services | _____ % |
| c) Design with periodic observation of construction to ensure design compliance only | _____ % |
| d) Design with responsibility for wholly or partly supervising the contractor | _____ %** |
| e) Construction phase services without responsibility for preparing the drawings and specifications | _____ %** |
| f) Other (please specify): _____ | _____ % |

** Please provide a full description of the projects, including location and details of the services performed.

15. If the Applicant's practice is more than 20% civil engineering, please complete the following with respect to the civil engineering services ONLY: (Note: Total must equal 100%)

| | | | |
|---------------------------------|---------|-------------------------------|---------|
| Bridges under 500 feet | _____ % | Municipal Pumping Stations | _____ % |
| Bridges over 500 feet | _____ % | Sewer/Water Lines | _____ % |
| Environmental Impact Statements | _____ % | Site Development/Street Plans | _____ % |
| Flood Plain Studies | _____ % | Traffic Planning | _____ % |
| Foundations | _____ % | Tunnels | _____ % |
| Highways/Roads | _____ % | Wastewater Treatment Plants | _____ % |
| Industrial Waste Treatment | _____ % | Utilities | _____ % |
| Landfills | _____ % | Other (please specify): | _____ % |
| | | | _____ % |

16. Within the past twelve months has the Applicant provided any of the following services or projects?

| | | | |
|------------------------------|----------------------------------------------------------|-------------------------------|----------------------------------------------------------|
| Airport Runway/Taxiway | <input type="checkbox"/> Yes <input type="checkbox"/> No | Mine Projects | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Amusement Rides/Water Slides | <input type="checkbox"/> Yes <input type="checkbox"/> No | Nuclear/Atomic | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Asbestos Testing/Abatement | <input type="checkbox"/> Yes <input type="checkbox"/> No | Prefab Buildings | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Failure Analysis | <input type="checkbox"/> Yes <input type="checkbox"/> No | Machinery/Prdct/Eqpmnt Design | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Fast Track or Turn-Key | <input type="checkbox"/> Yes <input type="checkbox"/> No | Refinery/Chemical | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Hazardous/Toxic Waste | <input type="checkbox"/> Yes <input type="checkbox"/> No | HVAC Retrofit | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Laboratory Analysis/Testing | <input type="checkbox"/> Yes <input type="checkbox"/> No | Structural Renovation | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Soils Engineering | <input type="checkbox"/> Yes <input type="checkbox"/> No | Landfills/Superfund | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Inspections | <input type="checkbox"/> Yes <input type="checkbox"/> No | Material Testing | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If "Yes", please provide complete details, including a description of the project(s), project location, dates of service, client, gross billings, and construction value (if appropriate).

17. Please indicate the percentage of services rendered for each of the following categories of clients for the past twelve months. (Note: Total must equal 100%)

| | | | |
|----------------------------|---------|---------------------------|---------|
| Commercial | _____ % | Institutional | _____ % |
| Contractors | _____ % | Industrial | _____ % |
| Other Design Professionals | _____ % | Lending Institutions | _____ % |
| Developers | _____ % | Owners who act as builder | _____ % |
| Government | | Utilities | _____ % |
| Federal | _____ % | Others (please specify): | _____ % |
| State | _____ % | | |
| Local | _____ % | | |

18. Please attach a complete description of each of the Applicant's ten largest current projects. Specify the project name, client, location, services provided, value of completed construction, billings and the date construction is expected to be completed.
19. Please attach a joint venture information sheet or statement for each of the Applicant's joint venture projects entered into during the past twelve months. Information for each joint venture should include the name of the joint venture, name and location of other joint venture members, a description of the project and the construction value, the location, the completion date of the project, total joint venture billings, annual billings collected by the Applicant and professional liability insurance to date. Full details of each project must be provided for the Company to consider coverage for the Applicant's joint venture liabilities.
20. Please attach a listing of any partners, owners, officers or directors that have been added or joined the firm during the past twelve months. Be certain to include educational qualifications, number of years in practice, date of licensing, and professional organization memberships.

THE APPLICANT AGREES TO PROVIDE WRITTEN NOTIFICATION TO THE COMPANY OF ANY CHANGES TO THIS APPLICATION THAT BECOME KNOWN TO THE APPLICANT BEFORE THE PROPOSED EFFECTIVE DATE.

Warning:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME. IN SOME JURISDICTIONS, INSURANCE FRAUD MAY ALSO BE SUBJECT TO CRIMINAL AND / OR SUBSTANTIAL CIVIL PENALTIES.

BY SIGNING THIS APPLICATION I HEREBY AUTHORIZE THE INSURANCE COMPANY TO USE THE INFORMATION CONTAINED IN THIS APPLICATION AND IN THEIR FILES FOR THE PURPOSE OF UNDERWRITING THIS INSURANCE. THE UNDERSIGNED IS AUTHORIZED BY AND ACTING ON BEHALF OF THE FIRM AND REPRESENTS THAT ALL STATEMENTS ARE TRUE, COMPLETE AND ACCURATE AND THAT THERE HAS BEEN NO SUPPRESSION OR MISSTATEMENT OF FACT AND AGREES THAT THIS APPLICATION SHALL BE THE BASIS OF COVERAGE. THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION WILL BE PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

THE APPLICATION MUST BE SIGNED BY AN OWNER, PARTNER OR PRINCIPAL.

Signed _____ Date _____

←=== Please print name

Title _____

Licensed Insurance Agent _____

SIGNING THIS APPLICATION OR INCLUDING PREMIUM WITH ITS SUBMISSION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE.

Application must be signed and dated to be considered for quotation. A properly completed, signed and dated, original renewal application will allow for prompt issuance of coverage should quotation be offered and accepted.

APPLICABLE IN ARKANSAS, LOUISIANA, NEW MEXICO & WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA & WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Warning:

If you are located in New York State, the following applies:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.



ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CLAIM / CIRCUMSTANCE INFORMATION SHEET

INSTRUCTIONS:

This information sheet is to be completed for each claim or potential claim/circumstance which may give rise to a professional liability claim. COMPLETE ONE INFORMATION SHEET FOR EACH SUCH CLAIM OR CIRCUMSTANCE.

If space is insufficient to answer any question fully, attach a separate sheet.

1. Name of Applicant: _____
2. Name of Claimant: _____
3. Names of Additional Defendants: _____

4. Name and Address of Project: _____

5. Date Claim Made: _____
6. Indicate whether:

| | |
|-------------------------------|--------------------------|
| Claim / Suit | <input type="checkbox"/> |
| Potential Claim | <input type="checkbox"/> |
| Counterclaim from fee dispute | <input type="checkbox"/> |
| Arbitration | <input type="checkbox"/> |
| Other: | _____ |
7. Provide dates during which professional services were rendered on the project:
Beginning: _____ (mo/yr) Ending: _____ (mo/yr)
8. If claim/circumstance has been reported to a professional liability insurer, please indicate:
 - a. Name of carrier: _____
 - b. Deductible applicable to claim/circumstance: _____
 - c. Date claim/circumstance reported: _____
9. Provide full details of claim/circumstance including:
 - a. Description of services rendered _____

- b. Allegations of claim/circumstance: _____

- c. Description of events leading to claim/circumstance: _____

- d. Actions taken to prevent a similar claim/circumstance in the future: _____

10. If claim/circumstance is still OPEN, provide:

- a. Claimant's demand amount: _____
- b. Insurance Company's expense reserve: _____
Insurance Company's indemnity reserve: _____
- c. Expenses paid to date (including deductible): _____
- d. Current status: _____

11. If claim/circumstance is CLOSED, provide:

- a. Indemnity payment made: _____
- b. Expenses paid (including deductible): _____
- c. Date claim/circumstance closed: _____

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I UNDERSTAND THAT THIS INFORMATION SHEET IS ATTACHED TO THE ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY APPLICATION AND IS SUBJECT TO THE SAME REPRESENTATIONS AND CONDITIONS.

SIGNATURE OF OWNER, PARTNER OR PRINCIPAL

Print Name _____ Date _____

Signed _____ Title _____



ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CONSTRUCTION MANAGEMENT INFORMATION SHEET

Name of Firm: _____

1. Estimate the number of projects in the last five years for each of the following categories:
(Projects may be counted more than once.)

- _____ Act as the owner's representative for overseeing construction and resolving issues on the owner's behalf.
- _____ Responsibility for hiring the general contractor and/or the construction subcontractors.
- _____ Responsibility for construction scheduling
- _____ Responsibility for construction site safety
- _____ Responsibility for construction quality
- _____ Authority to stop work on the project
- _____ "At risk" for construction costs
- _____ "Fast track" projects (construction ongoing while design is being completed)
- _____ Other construction management services (please describe):

2. Indicate the type of contracts used for Construction Management services:

- ☐ Your standard contract* ☐ Professional association contract form
- ☐ Client contract form* ☐ Other*

*Attach a sample of these contract forms.

3. Indicate the type of insurance purchased by the firm for Construction Management projects:

- ☐ General Liability ☐ Builders Risk ☐ Surety Bond

4. Based on construction values, list the five largest Construction Management projects in the last five years:

| <u>Name of Project</u> | <u>Location</u> | <u>Type of Project</u> | <u>Construction Value</u> | <u>Completion Date</u> |
|------------------------|-----------------|------------------------|-------------------------------|----------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |



ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE DESIGN / BUILD INFORMATION SHEET

1. Name of Firm: _____

2. Design/Build contractual relationships:

Indicate which types of Design/Build arrangements are used by the Applicant firm:

- ☐ Contractor or other entity as prime: Applicant is retained by prime entity for design services only. (If this is the only type of Design/Build commitment undertaken, this supplement is not required.)
- ☐ Design firm as prime: Sign contract with owner to be single point contact for design and construction; the actual construction work is sublet to a contractor.
Number of projects in the past five years: _____
- ☐ Design/Build entity is a shell or joint venture: Design firm and contractor create an entity which signs the contract but performs no actual services; design is sublet to design firm and construction is sublet to contractor.
Number of projects in the past five years: _____
- ☐ Design/Build entity exists as an ongoing business enterprise; both design and construction are provided in-house.
Number of projects in the past five years: _____
- ☐ Other (please detail)

Number of projects in the past five years: _____

3. Indicate the types of contracts used for Design/Build services:

- ☐ Your standard contract* ☐ Professional association contract form
☐ Client contract form* ☐ Other*

*Attach a sample of these contract forms.

4. Indicate the types of insurance purchased by the firm for Design/Build projects:

- ☐ General Liability ☐ Builders Risk ☐ Surety Bond

5. Estimate the number of "fast track" projects (construction ongoing while design is being completed) in the last years. _____

6. Construction Values:

| | Second past fiscal year | Last complete fiscal year | Projection for current year |
|--------------------|----------------------------|------------------------------|--------------------------------|
| Design Only: | \$ _____ | \$ _____ | \$ _____ |
| Design/Build: | \$ _____ | \$ _____ | \$ _____ |
| Construction Only: | \$ _____ | \$ _____ | \$ _____ |

7. List the five largest Design/Build projects in the last five years:

| <u>Name of Project</u> | <u>Location</u> | <u>Type of Project</u> | <u>Construction Value</u> | <u>Completion Date</u> |
|------------------------|-----------------|------------------------|-------------------------------|----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE JOINT VENTURE INFORMATION SHEET

INSTRUCTIONS:

Please complete one information sheet for each joint venture project. If space is insufficient to answer any question completely, please attach a separate sheet.

1. Name of Applicant/Firm: _____
2. General Project Information: _____
 - a. Legal Name of Joint Venture Entity: _____
 - b. Name and description of project: _____

 - c. Location of project: _____

 - d. Owner of project: _____

3. Other Joint Venture Member(s): _____
 - a. Name and location of other member firm(s): _____

 - b. Services rendered by other member(s): _____

4. Specify services sublet or subcontracted to other firms: _____

5. Total Joint Venture Construction Values: _____
6. Joint Venture billings: _____
 - a. Total Joint Venture billings: _____
 - b. Total billings to be collected by each Joint Venture member: _____

 - c. Total billings to be collected by Applicant during each of the following time periods:
Second past fiscal year: _____
Immediate past fiscal year: _____
Projection for current fiscal year: _____

7. Project Schedule:
- a. Joint Venture contract signing date: _____
- b. Design dates: Beginning: _____
Ending: _____
- c. Percentage of design completed: _____
- d. Construction Dates: Beginning: _____
Ending: _____
- e. Percentage of Construction completed: _____
8. Has the Applicant's joint venture professional liability been insured to date? ☐ Yes ☐ No
If "yes", please provide full details of coverage, including name of insurer, limit of liability, deductible and expiration date of coverage.

9. Has the other members' joint venture professional liability been insured to date? ☐ Yes ☐ No
If "yes", please provide details as requested in question 8.

10. Does, has or will the applicant maintain any ownership interest in the joint venture project? ☐ Yes ☐ No
If "yes", provide the percentage of ownership maintained _____ %.
11. Have any claims involving professional services performed on this project ever been made against the Applicant, other Joint Venture members, predecessors in business or any other person for whom coverage is requested? ☐ Yes ☐ No
If "yes", provide full details, including name of claimant, allegations of claim, date of claim, demand amount, amount paid and current status of the claim.

12. After inquiry, is the Applicant, predecessors in business or any other person for whom insurance is requested aware of any act, error, omission or circumstance which may result in a claim being made against them with respect to this project? ☐ Yes ☐ No
If "yes", provide complete details and indicate if such circumstance has been reported to current or past liability carrier.

BY SIGNING THIS APPLICATION I HEREBY AUTHORIZE THE INSURANCE COMPANY TO USE THE INFORMATION CONTAINED IN THIS APPLICATION AND IN THEIR FILES FOR THE PURPOSE OF UNDERWRITING THIS INSURANCE. THE UNDERSIGNED IS AUTHORIZED BY AND ACTING ON BEHALF OF THE FIRM AND REPRESENTS THAT ALL STATEMENTS ARE TRUE, COMPLETE AND ACCURATE AND THAT THERE HAS BEEN NO SUPPRESSION OR MISSTATEMENT OF FACT AND AGREES THAT THIS APPLICATION SHALL BE THE BASIS OF COVERAGE. THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION WILL BE PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

I UNDERSTAND THAT THIS INFORMATION SHEET IS ATTACHED TO THE ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY APPLICATION AND IS SUBJECT TO THE SAME REPRESENTATIONS AND CONDITIONS.

SIGNATURE OF OWNER, PARTNER OR PRINCIPAL

Print Name _____ Date _____

Signed _____ Title _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

- A. An Extended Claims Reporting Endorsement is provided, as described in **SECTION VI. EXTENDED CLAIMS REPORTING PERIODS, A. Optional Extended Claims Reporting Period.**

Coverage shall be extended to "claims" otherwise covered by this Policy:

1. Which are first made against the Insured and reported to us in writing during the extended reporting period set forth in B. below; and
2. Which arise out of "wrongful acts" taking place on or after the "retroactive date" stated in the Declarations and prior to the end of the "policy period".

This Extended Claims Reporting Period Endorsement shall neither extend the "policy period" nor increase the Limits of Liability hereunder. We will provide a separate set of limits of liability for "claims" made and reported during the extended claims reporting period. This set of limits shall be equal to the limits of liability shown on the Declarations on the inception date of the expiring policy.

A "claim" first made during the extended reporting period provided by this endorsement shall be deemed to have been made on the last day of the "policy period".

The limits of liability will be 50% of the annual limit at policy inception or the remaining limit of liability at the expiration or cancellation of the policy, whichever is greater, and apply only to the extended claims reporting period.

This Extended Claims Reporting Period Endorsement does not otherwise change policy provisions.

- B. Extended Claims Reporting Period From: _____ To: _____
End of Policy Period/Effective Date of this Endorsement: _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

| | | | |
|-------------------------------------------|------------------------|-------------------------------|------------|
| Named Insured | | Policy Number | |
| Endorsement Number | Policy Expiration Date | Effective Date of Endorsement | |
| Additional or Premium \$ _____ x _____ | | Short Rate _____ | AP |
| Return _____ | | Pro Rate _____ | RP |
| Typing Date | State | Agent Number | Agent Name |

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CANCELLATION PROVISION

This endorsement modifies insurance provided under the following:

ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION VII. CONDITIONS, J. Cancellation is deleted in its entirety and replaced with the following:

J. Cancellation and Nonrenewal

1. Cancellation Conditions

- a. If this policy is canceled, the Company will send the “named insured” any premium refund due.
- b. The Company will refund the pro rata unearned premium if the policy is:
 - (1) canceled by the Company;
 - (2) canceled but rewritten with the Company or in the Company group;
 - (3) canceled because the “named insured” no longer has an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) canceled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is canceled at the request of the “named insured” other than a cancellation described in **b. (1)**, or **(4)** above, the Company will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by the Company to an amount less than the minimum premium for this policy.
- d. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- e. If the “named insured” cancels this policy, the Company will retain no less than \$100 of the premium.

2. Cancellation of Policies in Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, the Company may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by or with the knowledge of the “named insured” in obtaining the policy, continuing the policy or in presenting a “claim” under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where the Company's by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

- b. If the Company cancels for nonpayment of premium, the Company will mail or deliver written notice of cancellation, stating the reason for cancellation, to the "named insured" and any lien-holder or loss payee named in the Policy at least 10 days before the effective date of cancellation.

If the Company cancels for any other reason, the Company will mail or deliver notice of cancellation to the "named insured" and any lien-holder or loss payee named in the Policy at least 20 days prior to the effective date of cancellation.

3. Nonrenewal

- a. If the Company decides not to renew this Policy, the Company will mail or deliver written notice of non-renewal to the "named insured" at least 60 days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is a Policy written for a term of more than one year and with no fixed expiration date.

However, the Company is not required to send this notice if non-renewal is due to the "named insured's" failure to pay any premium required for renewal.

- b. The Company will mail notice to the "named insured's" mailing address last known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ARKANSAS CONSENT FORM

I hereby acknowledge and consent that I understand that this policy has limits of liability which may be reduced or completely eliminated by payments for defense costs and claims expenses. This Consent Form is made a part of the policy upon issuance.

Policy No. _____

Policy Inception Date _____

Insured or Insured's Representative

Date _____

IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your agent first. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

Colony Management Services, Inc
8720 Stony Point Parkway
Suite 300
Richmond, VA 23235
Telephone: 1-800-577-6614

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Arkansas Insurance Department at:

ARKANSAS INSURANCE DEPARTMENT
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904
Telephone: (501) 371-2640
Toll Free: 1-800-852-5494

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Insurance Department, please have your policy number available.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

A. **SECTION IV. DEFINITIONS** is amended and the following is added:

“Punitive damages” means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

B. **SECTION VI. EXTENDED CLAIMS REPORTING PERIODS** is amended and the following is added:

Automatic Sixty-Day Extended Claims Reporting Period

This policy provides an automatic extended claims reporting period for 60 days following the end of the “policy period”.

The extended claims reporting period applies to “claims”:

1. arising out of “wrongful acts” which first take place on or after the “retroactive date” and prior to the end of the “policy period”; and
2. which are first made against the Insured and reported to us in writing during the 60 day extended reporting period as stated above.

This extended claims reporting period does not extend the “policy period”, increase the limit of liability of this policy or otherwise change policy provisions.

C. **SECTION VI. EXTENDED CLAIMS REPORTING PERIODS, A. Optional Extended Claims Reporting Period** is deleted in its entirety and replaced with the following:

A. Optional Extended Claims Reporting Period

If this Policy is canceled or nonrenewed, you may purchase an Extended Claims Reporting Period Endorsement. This endorsement to this Policy, when issued, extends the period of time during which the Insured may report “claims” to us.

1. The Extended Claims Reporting Period Endorsement applies to “claims”:
 - a. arising out of “wrongful acts” which first take place on or after the “retroactive date” and prior to the end of the “policy period”; and
 - b. which are first made against the Insured and reported to us in writing during this extended reporting period.

This extended claims reporting period does not otherwise change policy provisions.

2. The following conditions must be met before this option may be exercised:
 - a. this policy was canceled or nonrenewed for reasons other than fraud made by or with the knowledge of the “Named Insured” in obtaining the policy, continuing the policy or in presenting a “claim” under the policy; and
 - b. we must receive written notice of your intent to purchase the Extended Claims Reporting Period Endorsement no later than 60 days after the end of the “policy period”. The Optional Extended Claims Reporting Period will not go into effect unless you pay the additional premium promptly when due.

If any of the two conditions given above have not been met, you will not be able to purchase the Extended Claims Reporting Period Endorsement at a later date.

3. The term of this reporting period will be indicated in the Extended Claims Reporting Period Endorsement and will not be less than one year. The premium charged for this endorsement will be in accordance with the rules, rates and rating plans we have in effect at the inception of the current "policy period".

The entire premium for the Extended Claims Reporting Period Endorsement will be fully earned when paid and in the event that you terminate this endorsement we will not return any portion of the premium.

4. If you are a sole proprietor at least 58 years old and, during this "policy period", retire from the practice of providing "professional services" insured by this Policy and you have been insured by an Architects and Engineers Professional Liability Insurance Policy issued by us for seven consecutive years immediately preceding your retirement, we will, subject to conditions **2. a.** and **2. b.** above, issue an Extended Claims Reporting Period Endorsement without charge.
5. The limit for the Extended Claims Reporting Period will be 50% of the annual limit at policy inception or the remaining limit of liability at the expiration or cancellation of the policy, whichever is greater.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| <i>SERFF Tracking Number:</i> | <i>ARGN-125588225</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

Rate Information

Rate data does NOT apply to filing.

| | | | |
|--------------------------|-----------------------------------------|------------------------|---------------------------------------------------|
| SERFF Tracking Number: | ARGN-125588225 | State: | Arkansas |
| Filing Company: | Colony Specialty Insurance Company | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | CSIC-PL-AE-AR-F-2008 | | |
| TOI: | 17.1 Other Liability - Claims Made Only | Sub-TOI: | 17.1019 Professional Errors & Omissions Liability |
| Product Name: | A&E Professional Liability | | |
| Project Name/Number: | CYPRESS A&E/ | | |

Supporting Document Schedules

| | | | | |
|-------------------------|--------------------------------------------------|-----------------------|----------|------------|
| Satisfied -Name: | Uniform Transmittal Document-Property & Casualty | Review Status: | Approved | 08/08/2008 |
| Comments: | transmittal attached | | | |
| Attachment: | NAIC Trnsmtl CSIC A&E forms EBC AR.pdf | | | |

Property & Casualty Transmittal Document

| | | |
|-------------------------------------------------|-----------------------------------------|--|
| 1. Reserved for Insurance Dept. Use Only | 2. Insurance Department Use only | |
| | a. Date the filing is received: | |
| | b. Analyst: | |
| | c. Disposition: | |
| | d. Date of disposition of the filing: | |
| | e. Effective date of filing: | |
| | New Business | |
| | Renewal Business | |
| | f. State Filing #: | |
| | g. SERFF Filing #: | |
| h. Subject Codes | | |

| | | | | | | |
|------------------------------------|-----------------|---------------|---------------|----------------|---------------------|------|
| 3. Group Name | Argo Group | | | | Group NAIC # | 0457 |
| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # | | |
| Colony Specialty Insurance Company | Ohio | 36927 | 34-1266871 | | | |
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|-----------------------------------|----------------------|
| 5. Company Tracking Number | CSIC-PL-AE-AR-F-2008 |
|-----------------------------------|----------------------|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| | | | | |
|--------------------------------------------------------------------|-------------------------------------|---------------------|--------------|--------------------------------------------------------------------------|
| 6. Name and address | Title | Telephone #s | FAX # | e-mail |
| ELLEN CANESTRANO 8720 Stony Point Parkway Richmond, VA 23235 | Regulatory Compliance Specialist II | 804-560-4547 | 804-327-3173 | ecanestrano@colonyins.com |
| | | | | |
| 7. Signature of authorized filer | | Ellen Canestrano | | |
| 8. Please print name of authorized filer | | Ellen Canestrano | | |

Filing information (see General Instructions for descriptions of these fields)

| | |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. Type of Insurance (TOI) | 17.1 Other Liability – Claims Made Only |
| 10. Sub-Type of Insurance (Sub-TOI) | 17.1019 |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] | |
| 12. Company Program Title (Marketing title) | Architects & Engineers E&O |
| 13. Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested | New: 7/19/08 Renewal: 7/19/08 |
| 15. Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. Reference Organization (if applicable) | N/A |
| 17. Reference Organization # & Title | N/A |
| 18. Company's Date of Filing | 6/17/08 |
| 19. Status of filing in domicile | <input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

Property & Casualty Transmittal Document—

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|------------|--------------------------------------------------------------|-----------------------------|
| 20. | This filing transmittal is part of Company Tracking # | CSIC-PL-AE-AR-F-2008 |
|------------|--------------------------------------------------------------|-----------------------------|

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| 21. | <p>Filing Description The Architects & Engineers Professional Liability Insurance Program is a new product offering for Argonaut Insurance Company. The program will provide architects and engineers professional liability on a claims-made basis.</p> <p>This program is designed to provide coverage for a variety of risks from sole proprietors to larger firms. The policy form is intended to focus on specific coverages needed by the typical architect and engineer meeting the risk criteria profile. We have highlighted below the following features of the coverage provided:</p> <ul style="list-style-type: none"> A broad definition of covered professional services Joint venture coverage Contractual liability coverage Innocent insured protection in the event of fraud <p>We also offer to our insureds the following optional coverages:</p> <ul style="list-style-type: none"> Options for Defense Outside Limit coverage First Dollar Defense deductibles that apply to loss only, not claim expenses An excess limit of liability for a specific project Extended claims reporting period <p>The independent rates included in this filing were determined by examining the rates of other competitors in the market and using underwriting judgment. Base rates are proposed for each state with modifiers for risk factors, limits and deductible options, claims and loss control techniques. The rates permit the underwriter to review each application on its' individual characteristics and establish an equitable premium. The company will carefully monitor this program to capture statistics and adjust rates accordingly.</p> <p>We believe the proposed program addresses concerns for rate adequacy while remaining competitive in the marketplace. Furthermore, we do not consider the proposed rate plan to be excessive or unfairly discriminatory.</p> |
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| 22. | <p>Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p> <p>Check #: via SERFF EFT Amount: \$50</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | |
|-----------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1. | This filing transmittal is part of Company Tracking # | CSIC-PL-AE-AR-F-2008 |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | CSIC-PL-AE-AR-R-2008 |

| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
|-----------|---------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------|
| 01 | Architects and Engineers Professional Liability Coverage Form | INAE0001-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | Policy Jacket | PJAIC-0408 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | Declarations | INAEDEC1-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | Declarations | INAEDEC2-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | Declarations | INAEDEC3-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | Declarations | INAEDEC4-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | Contractual Liability Endorsement | INAE100-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | Construction Services Endorsement | INAE101-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | Additional Insured Endorsement | INAE102-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | Automatic Renewal Endorsement 2yr | INAE103-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 11 | Automatic Renewal Endorsement 3yr | INAE104-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 12 | Change Endorsement | INAE105-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 13 | Defense Cost Endorsement | INAE106-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 14 | First Dollar Defense Endorsement | INAE107-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 15 | Asbestos Exclusion | INAE108-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 16 | Expense Sharing Endorsement | INAE109-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 17 | Exception to the Retroactive Date | INAE110-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement | | |

| | | | | | |
|----|-------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------|--|--|
| | Endorsement | | <input type="checkbox"/> Withdrawn | | |
| 18 | Arkansas Extended Reporting Period Endorsement | INAEAR A-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 19 | Formal Mediation Endorsement | INAE112-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 20 | Limited Insured Endorsement | INAE113-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 21 | Ownership Interest Exclusion | INAE114-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 22 | Specific Entity Exclusion | INAE115-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 23 | Specific Project Excess Endorsement | INAE116-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 24 | Specific Services Exclusion | INAE117-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 25 | Supplementary Claim Expense | INAE118-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 26 | 30 Day Notice of Cancellation Endorsement | INAE119-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 27 | 45 Day Notice of Cancellation Endorsement | INAE120-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 28 | Death or Disability Extended Reporting Period Endorsement | INAE121-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 29 | Specific Project Exclusion | INAE123-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 30 | AR CNR | INAR-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 31 | AR AMENDATORY ENDORSEMENT | INAEAR-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 32 | AR CONSENT FORM | INAR A-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 33 | IMPORT INFO FOR AR POLICYHOLDERS | INAR B0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 34 | APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS) | INAE AP07-08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 35 | RENEWAL APPLICATION FOR ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (CLAIMS-MADE BASIS) | INAE RAP-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

| | | | | | |
|----|-----------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------|--|--|
| 36 | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CLAIM / CIRCUMSTANCE INFORMATION SHEET | INAE SAP1-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 37 | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CONSTRUCTION MANAGEMENT INFORMATION SHEET | INAE SAP2-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 38 | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE DESIGN/BUILD INFORMATION SHEET | INAE SAP3-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 39 | ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE JOINT VENTURE INFORMATION SHEET | INAE SAP4-0708 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

| | | |
|-----------|--------------------------------------------------------------|----------------------|
| 1. | This filing transmittal is part of Company Tracking # | CSIC-PL-AE-AR-F-2008 |
|-----------|--------------------------------------------------------------|----------------------|

| | | |
|-----------|-----------------------------------------------------------------------------------------------------------------|--|
| 2. | This filing corresponds to form filing number (Company tracking number of form filing, if applicable) | |
|-----------|-----------------------------------------------------------------------------------------------------------------|--|

☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

| | | |
|-----------|------------------------------------------------------------------------|------------------------------|
| 3. | Filing Method (Prior Approval, File & Use, Flex Band, etc.) | n/a – forms only – not rates |
|-----------|------------------------------------------------------------------------|------------------------------|

| | |
|------------|---------------------------------------------|
| 4a. | Rate Change by Company (As Proposed) |
|------------|---------------------------------------------|

| Company Name | Overall % Indicated Change (when applicable) | Overall % Rate Impact | Written premium change for this program | # of policyholders affected for this program | Written premium for this program | Maximum % Change (where required) | Minimum % Change (where required) |
|--------------|----------------------------------------------|-----------------------|-----------------------------------------|----------------------------------------------|----------------------------------|-----------------------------------|-----------------------------------|
| | | | | | | | |
| | | | | | | | |

| | |
|------------|----------------------------------------------------------------|
| 4b. | Rate Change by Company (As Accepted) For State Use Only |
|------------|----------------------------------------------------------------|

| Company Name | Overall % Indicated Change (when applicable) | Overall % Rate Impact | Written premium change for this program | # of policyholders affected for this program | Written premium for this program | Maximum % Change | Minimum % Change |
|--------------|----------------------------------------------|-----------------------|-----------------------------------------|----------------------------------------------|----------------------------------|------------------|------------------|
| | | | | | | | |
| | | | | | | | |

| | |
|-----------|------------------------------------------------------------------------------|
| 5. | Overall Rate Information (Complete for Multiple Company Filings only) |
|-----------|------------------------------------------------------------------------------|

| | | COMPANY USE | STATE USE |
|-----------|------------------------------------------------------------------------|-------------|-----------|
| 5a | Overall percentage rate indication (when applicable) | | |
| 5b | Overall percentage rate impact for this filing | | |
| 5c | Effect of Rate Filing – Written premium change for this program | | |
| 5d | Effect of Rate Filing – Number of policyholders affected | | |

| | | |
|-----------|-------------------------------------------------|--|
| 6. | Overall percentage of last rate revision | |
|-----------|-------------------------------------------------|--|

| | | |
|-----------|---------------------------------------------|--|
| 7. | Effective Date of last rate revision | |
|-----------|---------------------------------------------|--|

| | | |
|-----------|---------------------------------------------------------------------------------------|--|
| 8. | Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.) | |
|-----------|---------------------------------------------------------------------------------------|--|

| 9. | Rule # or Page # Submitted for Review | Replacement or withdrawn? | Previous state filing number, if required by state |
|-----------|----------------------------------------------|---------------------------------------------|-----------------------------------------------------------|
| 01 | | [] New [] Replacement [] Withdrawn | |
| 02 | | [] New [] Replacement [] Withdrawn | |
| 03 | | [] New [] Replacement [] Withdrawn | |

| | | | |
|---------------------------------|------------------------------------------------|-------------------------------|--------------------------------------------------------------|
| <i>SERFF Tracking Number:</i> | <i>ARGN-125588225</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Colony Specialty Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CSIC-PL-AE-AR-F-2008</i> | | |
| <i>TOI:</i> | <i>17.1 Other Liability - Claims Made Only</i> | <i>Sub-TOI:</i> | <i>17.1019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>A&E Professional Liability</i> | | |
| <i>Project Name/Number:</i> | <i>CYPRESS A&E/</i> | | |

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Original Date: | Schedule | Document Name | Replaced Date | Attach Document |
|-----------------------|-----------------|---------------------------|----------------------|----------------------------------------------------------|
| No original date | Form | AR Amendatory Endorsement | 06/17/2008 | INAEAR-0708 Arkansas Amendatory Endorsement.pdf |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

A. **SECTION IV. DEFINITIONS** is amended and the following is added:

“Punitive damages” means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

B. **SECTION VI. EXTENDED CLAIMS REPORTING PERIODS, A. Optional Extended Claims Reporting Period** is deleted in its entirety and replaced with the following:

A. Optional Extended Claims Reporting Period

If this Policy is canceled or nonrenewed, you may purchase an Extended Claims Reporting Period Endorsement. This endorsement to this Policy, when issued, extends the period of time during which the Insured may report “claims” to us.

1. The Extended Claims Reporting Period Endorsement applies to “claims”:
 - a. arising out of “wrongful acts” which first take place on or after the “retroactive date” and prior to the end of the “policy period”; and
 - b. which are first made against the Insured and reported to us in writing during this extended reporting period.

This extended claims reporting period does not otherwise change policy provisions.

2. The following conditions must be met before this option may be exercised:
 - a. this Policy was canceled or nonrenewed for reasons other than failure to comply with policy provisions, failure to cooperate with us or material misrepresentation of facts in the “application”;
 - b. if you are a sole proprietor, when you request to purchase this option your license or right to practice is not revoked, suspended or surrendered by, or at the request of any regulatory authority; and
 - c. we must receive written notice of your intent to purchase the option and the total additional premium due for the Extended Claims Reporting Period Endorsement no later than 60 days after the end of the “policy period”. The extended claims reporting period will not go into effect unless all premium and deductible amounts previously due and payable to us have been paid in full.

If any of the three conditions given above have not been met, you will not be able to purchase the Extended Claims Reporting Period Endorsement at a later date.

3. The term of this reporting period will be indicated in the Extended Claims Reporting Period Endorsement and will not be less than one year. The premium charged for this endorsement will be in accordance with the rules, rates and rating plans we have in effect at the inception of the current “policy period”.

The entire premium for the Extended Claims Reporting Period Endorsement will be fully earned when paid and in the event that you terminate this endorsement we will not return any portion of the premium.

4. If you are a sole proprietor at least 58 years old and, during this “policy period”, retire from the practice of providing “professional services” insured by this Policy and you have been insured by an Architects and Engineers Professional Liability Insurance Policy issued by us

for seven consecutive years immediately preceding your retirement, we will, subject to conditions **2. a.**, **2. b.** and **2. c.** above, issue an Extended Claims Reporting Period Endorsement without charge.

- 5.** The limit for the Extended Claims Reporting Period will be 50% of the annual limit at policy inception or the remaining limit of liability at the expiration or cancellation of the policy, whichever is greater.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.